

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
PACIFIC PARK PLAZA
711 KAPIOLANI BOULEVARD, SUITE 600
HONOLULU, HAWAII 96813

AGENDA –TWELFTH MEETING

THURSDAY, SEPTEMBER 23, 2021
4:00 P.M.

PUBLIC PARTICIPATION AND TESTIMONY

Pursuant to the Emergency Proclamation Related to the COVID-19 Response issued by Governor David Ige on August 5, 2021, relating to the COVID-19 pandemic (Proclamation), in order to allow public participation in a manner consistent with social distancing practices the following procedures are in effect for the meeting. *The procedures have been modified to comply with Mayor Blangiardi's Emergency Order No. 2021-09, effective July 8, 2021, as amended by Emergency Orders No. 2021-10 and 2021-11, effective August 23, 2021 and August 30, 2021, respectively. In accordance with concern for public health and safety, in-person testimony in the hearings room has been cancelled until further notice. Please see the instructions below on how to submit oral testimony on any scheduled matter or how to make your appearance on a scheduled matter.*

VIEWING THE MEETING AND RESTRICTIONS ON ENTRY

No members of the public will be allowed into the hearings room, but may listen to the meeting on a live broadcast. The meeting may be heard by internet live streaming through <https://us06web.zoom.us/j/88619613848>; by dialing 1-408-638-0968, entering the meeting ID#: 886 1961 3848#; or, the preferred method, via the Liquor Commission website event calendar at <http://www.honolulu.gov/liq/event-calendar/>. You may pre-register to attend this meeting.

To provide the public with the best opportunity to observe the meeting, it is required to "mute" your device's microphone to prevent technological difficulties.

All persons who are required to appear for the meeting must make your appearance by joining the meeting on the Zoom platform as described above. Please be aware that joining the meeting will involve entering the meeting number and completing a registration process so please allow sufficient time for this task. For testifiers or required attendees who are not able to access the Zoom platform, you may attend in person in Suite 600. While in Suite 600, all Social Distancing Requirements set forth in the Proclamation and the Emergency Order must be strictly observed.

Within forty (40) days after the meeting, the minutes will be posted to the Liquor Commission website at <http://www.honolulu.gov/liq/event-calendar/> for viewing. The minutes of prior meetings may also be viewed at said website.

ORAL TESTIMONY

Oral testimony will be permitted on all matters before the Commission subject to the following restrictions:

1. *All oral testimony must be submitted remotely through the Zoom platform.*
2. Each speaker is limited to a three-minute presentation.

WRITTEN TESTIMONY

Written testimony is strongly encouraged and may be submitted to the Administrator of the Commission three (3) working days prior to the date of the meeting as follows: FAX (808) 768-7311 or E-MAIL liquor@honolulu.gov. Written testimony will not be accepted in person at the meeting.

MATERIALS AVAILABLE FOR INSPECTION

Meeting materials ("board packet") will be available for viewing electronically, as soon as practicable, at the Liquor Commission website (<http://www.honolulu.gov/liq/event-calendar/>).

APPROVAL OF MINUTES:

The regular minutes of the 46th (6/3/21) meeting and the regular and executive session minutes of the 49th (6/24/21) and 7th (8/12/21) meetings, as previously circulated, to be approved by the Commission.

PUBLIC HEARINGS:

- | | |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Trans. Appl. No. 22-23469 from Future Corporation, dba Izakaya Matsuri | For the transfer of the business and Restaurant General license (Category No. 1 – Standard Bar) of HGS USA, LLC, dba Izakaya Matsuri, 1436 Young Street, Suite 103 (R0778) (Prelim. Hrg. 9/2/21) |
| 2. Appl. No. 21-22471 from Pint Size Hawaii Manager LLC, dba Pint Size Hawaii, 99-1287 Waiua Place, Aiea | For a Wholesale General license (Prelim. Hrg. 6/24/21)

(Continued from September 16, 2021; public hearing kept open)

[History: 8/19/21, 9/9/21, 9/16/21] |
| 3. Appl. No. 21-22846 from Extended Play Inc., dba EP Bar, 1150 Nuuanu Avenue, Unit A | For a Dispenser General license (Category No. 1 – Standard Bar) (Prelim. Hrg. 7/29/21) |

LICENSE APPLICATIONS:

Special License Applications:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. Appl. No. 22-23798 from Groove Child Charities, dba Groove Child Charities, 46-056 Kamehameha Highway, Kaneohe (Windward Mall) | For a Special [Non-Profit] General license on Saturday, November 6, 2021 and Sunday, November 7, 2021, from 10:00 a.m. to 10:00 p.m.

(Continued from September 16, 2021; with amended dates and change of location within Windward Mall) |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

LICENSE APPLICATIONS: (CONT.)

Special License Applications: (Cont.)

5. Appls. No. 22-23820-01,
 22-23820-02, 22-23820-03,
 22-23820-04, 22-23820-05,
 22-23820-06, 22-23820-07,
 22-23820-08, 22-23820-09,
 22-23820-10, 22-23820-11,
 23-23820-12, 22-23820-13,
 22-23820-14, 22-23820-15,
 22-23820-16, 22-23820-17,
 22-23820-18, 22-23820-19,
 22-23820-20, and
 22-23820-22 from Hawaii
 Ag & Culinary Alliance, dba
 Hawaii Food & Wine
 Festival, 3538 Waialae
 Avenue, #202

For a Special [Non-Profit] General
license from 12:01 a.m. to
11:59 p.m., on the following dates:
(total of 65 days)

- 1) September 27, 28, and 29, 2021;
- 2) September 30, 2021, and
 October 1, and 2, 2021;
- 3) October 3, 4, and 5, 2021;
- 4) October 6, 7, and 8, 2021;
- 5) October 9, 10, and 11, 2021;
- 6) October 12, 13, and 14, 2021;
- 7) October 15, 16, and 17, 2021;
- 8) October 18, 19, and 20, 2021;
- 9) October 21, 22, and 23, 2021;
- 10) October 24, 25, and 26, 2021;
- 11) October 27, 28, and 29, 2021;
- 12) October 30, and 31, 2021, and
 November 1, 2021;
- 13) November 2, 3, and 4, 2021;
- 14) November 5, 6, and 7, 2021;
- 15) November 8, 9, and 10, 2021;
- 16) November 11, 12, and 13, 2021;
- 17) November 14, 15, and 16, 2021;
- 18) November 17, 18, and 19, 2021;
- 19) November 20, 21, and 22, 2021;
- 20) November 23, 24, and 25, 2021;
- 21) November 26, 27, and 28, 2021;
 and;
- 22) November 29 and 30, 2021

(Online auction)

PRELIMINARY HEARINGS:

6. Appl. No. 21-23402 from
 MIBB #2 LLC, dba Moani
 Waikiki, 2330 Kalakaua
 Avenue, #312

For a Restaurant General license
(Category No. 2 – Live
Entertainment or Recorded Music
and Dancing)

PRELIMINARY HEARINGS: (CONT.)

7. Appl. No. 22-23759 from
Medical Information
Hawaii Co., Ltd., dba
Café Grace, 725 Kapiolani
Boulevard, Suite C-125

For a Restaurant General license
(Category No. 1 – Standard Bar)

LICENSE APPLICATIONS:

Temporary License Applications:

8. Appl. No. 22-23477 from
TBB Holdings, Inc., dba
TEX808

For a [Stand-Alone] Temporary
Restaurant General license
(Category No. 2 – Live
Entertainment or Recorded Music
and Dancing) at 377 Keahole Street,
Building C-1A, the former site of
Mexico Fiesta (R0700)

9. Appl. No. 22-23672 from
TBB Holdings, Inc., dba
TEX808

For a [Stand-Alone] Temporary
Restaurant General license
(Category No. 1 – Standard Bar) at
2299 Kuhio Avenue, Space A, the
former site of Uncle's NY Pub & Grill
(R1382)

REQUESTS:

10. Request No. 22-23778
from Creekside Lounge,
Inc., Creekside Lounge,
Dispenser General license
(Category No. 1 –
Standard Bar),
153-A Hamakua Drive,
Kailua (E0166)

Requesting approval to temporarily
increase its licensed premises from
8:00 a.m. to 12:00 a.m. (daily) from
Monday, November 1, 2021 through
Friday, December 31, 2021

(Prior request approved at
September 2, 2021 hearing)

OTHER BUSINESS:

11. Request No. 22-23828
from Mr. Ross Shinsato,
Authorized Agent, on
behalf of D/R Coffee Inc,
dba The Curb Kaimuki

Requesting the continuation of the
public hearing for Application
No. 21-22022 from October 28,
2021 to November 18, 2021, or in
the alternative, cancellation of the
October 28, 2021 public hearing and
request that the new public hearing
be scheduled on or about
November 18, 2021

(Original public hearing held on
August 19, 2021, continued to
September 2, 2021, and further
continued to October 28, 2021)

12. Request No. 22-23833
from David Suh, Esq., on
behalf of Pig and Cow,
Inc., dba Masil Pocha

Requesting waiver of Rule 3-82-
32.1 requiring a temporary license
application be filed within five (5)
working days of the cancellation of
the previous license or the closing
of the business

(Premises at 1718 Kapiolani
Boulevard; former site of Sirithra
South Indian Restaurant (R0760))

ADOPTION OF DECISION AND ORDER:

13. 777 Liquors, Grocery
& Gift Shop
(LCV 20-0331)
(D0424)

For adoption of Decision and Order

14. Chicken Factory
(LCV 21-0219)
(R1171)

do.

15. Lulu's Waikiki
(LCV 21-0200)
(L0047)

do.

16. Oahu Mexican Grill
(LCV 20-0062)
(R1288)

do.

ADJUDICATION HEARINGS:

17. Aloha Kitchen, Inc.
(nka Aloha Kitchen)
(LCV 19-0328)
(R1103)

Licensee failed to apply for and secure approval from the Commission prior to the date of conversion (Violation of Section 281-41(k), HRS) (Date of violation: On or about June 8, 2018, and/or during the period between June 8, 2018 and April 18, 2019)

(Continued from September 9, 2021)

18. Aloha Kitchen, Inc.
(nka Aloha Kitchen)
(LCV 19-0332)
(R1103)

Licensee failed to have a duly registered manager in active charge of the licensed premises during the time the establishment is open for business and licensed to sell or serve liquor (Violation of Rule 3-82-38.9(a)) (Date of violation: On or about September 12, 2019)

(Continued from September 9, 2021)

19. Bar Koko
(LCV 21-0153)
(R1256)

- (1) Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-03 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about March 20, 2021)

ADJUDICATION HEARINGS: (CONT.)

- | | |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bar Koko
(LCV 21-0153)
(R1256)
(Cont.) | (2) Licensee failed to have a duly registered manager or assistant manager assigned to the licensed premises (Violation of Rule 3-82-38.9(a)) (Date of violation: On or about March 20, 2021) |
| 20. Bar Koko
(LCV 21-0155)
(R1256) | (3) Licensee failed to conspicuously post and expose to view, convenient for inspection, its license on the licensed premises (Violation of Section 281-71, HRS) (Date of violation: On or about March 20, 2021) |
| | (1) Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-04 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about March 28, 2021) |
| | (2) Licensee failed to have a time card or other adequate record showing in English the month, day, year, and time, indicating a.m. or p.m. and the legal first name and surname of its employee when that employee was on duty (Violation of Rule 3-82-38.4(a)) (Date of violation: On or about March 28, 2021) |

ADJUDICATION HEARINGS: (CONT.)

- | | |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bar Koko
(LCV 21-0155)
(R1256)
(Cont.) | (3) Licensee conducted business outside of the class or category authorized by the Commission (Violation of Rule 3-82-31.2(a)) (Date of violation: On or about March 28, 2021) |
| 21. J Dolan's
(LCV 21-0183)
(R0879) | Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-04 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about April 23, 2021)

(Continued from August 5, 2021) |
| 22. Seoul Seoul Karaoke
(LCV 19-0334)
(E1444) | Licensee failed to submit the name of every person then employed on the licensed premises who is registered with the Commission or who is subject to registration, on the date and in such manner as directed by the Commission (Violation of Rule 3-82-38.8) (Date of violation: On or about August 15, 2019, and/or during the period from August 15, 2019 to September 18, 2019) |

ADJUDICATION HEARINGS: (CONT.)

23. Seoul Seoul Karaoke
(LCV 19-0335)
(E1444)

Licensee permitted liquor of any kind, while in bottle, glass or other container, to be open and readily consumable within the licensed premises before or after the hours established by the Liquor Commission (Violation of Rule 3-82-38.20(b)) (Date of Violation: On or about September 20, 2019)

24. Star Lounge
(LCV 19-0333)
(E0427)

Licensee failed to submit the name of every person then employed on the licensed premises who is registered with the Commission or who is subject to registration, on the date and in such manner as directed by the Commission (Violation of Rule 3-82-38.8) (Date of violation: On or about August 15, 2019, and/or during the period from August 15, 2019 to September 18, 2019)

25. Star Lounge
(LCV 20-0116)
(E0427)

Licensee, without Commission approval, transferred its business to another entity, either openly or under any undisclosed arrangement, whereby such other person came into possession or control of the business, or took in any partner or associate (Violation of Section 281-41(h), HRS) (Date of violation: On or about February 25, 2020, and/or during the period between February 25, 2020 and May 22, 2020)

ADJUDICATION HEARINGS: (CONT.)

26. Volcano Skewer House
(LCV 21-0196)
(T0276)
(nka R1448)
- Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-04 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about May 6, 2021)
27. Volcano Skewer House
(LCV 21-0236)
(T0276)
(nka R1448)
- (1) Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-09 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about July 11, 2021)
- (2) Licensee failed to have the street and/or primary entrances to the licensed premises unlocked during the time customers were on the premises (Violation of Rule 3-84-72.2) (Date of violation: On or about July 11, 2021)

ADJUDICATION HEARINGS: (CONT.)

- | | | |
|----------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Volcano Skewer House
(LCV 21-0236)
(T0276)
(nka R1448)
(Cont.) | (3) | Licensee allowed the obstruction, hampering, or interfering with investigations or Commission operations (Violation of Section 281-79, HRS) (Date of violation: On or about July 11, 2021) |
| 28. Waikiki Sand Villa Hotel
(LCV 21-0214)
(L0035T) | | Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-05 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about May 15, 2021) |
| 29. Waikiki Sand Villa Hotel
(LCV 21-0234)
(L0035T) | | Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violating the terms of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2021-09 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about July 9, 2021) |

ADJUDICATION HEARINGS: (CONT.)

30. Lanikai Brewing
Company LLC
(LCV 20-0245)
(S0001)

Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, violation of the Office of the Mayor of the City and County of Honolulu Emergency Order No. 2020-27 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about October 9, 2020)

(Continued from June 24, 2021)

[History: 2/25/21, 4/1/21, *6/17/21, 6/24/21]

(*Rescheduled from June 17, 2021)

OTHER BUSINESS: (CONT.)

31. Liquor Administrator

Administrative matters – Weekly report to the Commission, 90-day event schedule and work plan coordination

If you require special assistance, auxiliary aid and/or service to participate in this meeting (i.e., sign language interpreter; interpreter for language other than English, or wheelchair accessibility), please email your detailed request to liquor@honolulu.gov, at least five (5) business days prior to the meeting.

LICENSING INVESTIGATIVE REPORT

DATE: August 13, 2021

SUBJECT: Transfer application No. 22-23469 from Future Corporation,
dba Izakaya Matsuri, for the transfer of the business and
Restaurant General (Category 1 – Standard) license of HGS
USA, LLC, dba Izakaya Matsuri, 1436 Young Street, Suite 103,
Honolulu (R0778)

CORPORATE STRUCTURE:

Future Corporation: Incorporated under the laws of the State of Hawaii on November 14, 2019, the corporation is authorized to issue 1,000,000 shares of common stock, of which 200,000 shares are currently issued and outstanding.

The officers, directors, and stockholders are:

		<u>Shares</u>	<u>Percent</u>
Tomoyuki Oyakawa	P/VP/S/T/D	200,000	100%
Yoko Oyakawa	P	-0-	0%

See **Exhibit A1** and **A2** for biographical background information on the principals. Criminal History Clearance forms have been received.

According to Notification of Authorized Agent, dated June 10, 2021, Tomoyuki Oyakawa, President of Future Corporation, authorizes Naomi Cole, Attorney, to serve as an authorized agent for the company before the Liquor Commission.

FINGERPRINTS:

Fingerprints for Tomoyuki Oyakawa and Yoko Oyakawa must be submitted prior to the issuance of the license. Federal Bureau of Investigation clearance is pending.

FINANCIAL STATEMENT FOR FUTURE CORPORATION, AS OF
MAY 31, 2021:

Financial Statement of the Applicant, dated July 1, 2021, was submitted to the Commission and certified by the Applicant to be substantially correct, as of May 31, 2021.

TEMPORARY LICENSE:

The Applicant filed an application for a temporary license on July 2, 2021.

CONSIDERATION:

According to a Commercial Real Property Purchase and Sale Agreement, dated November 18, 2019, and an Asset Purchase Agreement, dated March 30, 2021, the purchase price shall be \$160,000.

TRADE NAME:

According to a Certificate of Assignment from the State of Hawaii Department of Commerce and Consumer Affairs, dated August 2, 2021, Future Corporation has secured the use of the trade name "Izakaya Matsuri", effective August 2, 2021.

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

Liquor Commission records reveal that the current Restaurant General license has been in effect since June 6, 2006.

DESCRIPTION OF THE PREMISES:

Location: The licensed premises is located at 1436 Young Street, Suite 103.

Details of premises:

- Approximately 800 square feet
- Rectangular shaped, approximately 20 feet by 40 feet overall
- Dining area, kitchen, and restroom

See **Exhibit B**

Parking: There is shared customer parking available in the building where the premises is located.

BACKGROUND:

On May 18, 2006, the Commission granted a Restaurant General license at the subject location, effective June 6, 2006.

On May 11, 2017, the Commission granted a transfer of business and Restaurant General liquor license to HGS USA, LLC, dba HGS USA, LLC, effective June 9, 2017.

On June 9, 2017, the trade name was changed to "Izakaya Matsuri".

The license is current and will expire on June 30, 2022.

REASON FOR TRANSFER:

The Transferor wanted to retire.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: The business will be a full service sit down Japanese restaurant. The initial hours of operation will be from 5:00 p.m. to 9:30 p.m., Tuesdays thru Saturdays, and will be closed on Sundays and Mondays (subject to change). There will be two (2) managers and eight (8) employees.

Lease: MJF Family Limited Partnership (Landlord) and Hakkei Hawaii, Inc. (previous Tenant) previously entered into a lease, dated May 1, 2008, for approximately 800 square feet of space known as "Space No. 103", located at 1436 Young Street.

According to Assignment of Lease, Consent and Amendment of Lease, made January 26, 2017, Tenant assigns to HGS USA, LLC (Tenant) the subject space.

Term: According to Third Amendment of Lease, made June 1, 2018, the term of the Lease shall commence on June 1, 2018 and expire on May 31, 2023. The Lease will continue on a month-to-month basis thereafter until terminated by Landlord or Tenant to the other.

An assignment of lease to Future Corporation and landlord's consent must be submitted prior to issuance of license.

Gross liquor sales report:

See Exhibit C

EFFECTIVE DATE OF TRANSFER:

According to Commercial Real Property Purchase and Sale Agreement, dated November 18, 2019, Future Corporation (Buyer) entered into an agreement to purchase the "Matsuri restaurant" from HGS USA, LLC (Seller) for a purchase price of \$160,000.

See Exhibit D

According to Buyer, escrow closed on the 2019 Purchase Agreement on **February 1, 2021**, and Seller received the **\$160,000** on the same date.

According to Naomi Cole, the 2019 sale never closed, and it was continued by the following purchase agreement.

See Exhibit E

According to Asset Purchase Agreement, made March 30, 2021, HGS USA, LLC (Seller) agrees to sell to Future Corporation (Buyer) the liquor license held by Seller for \$160,000. The closing date is to be one (1) calendar day after the Commission approves the transfer of the liquor license.

According to the 2021 Purchase Agreement, it is "intended to replace that 2019 Agreement except that if there are **any conflict** between the

2019 Agreement and this agreement, the terms of the 2019 Agreement will control.”

Note: According to Naomi Cole, the Services Agreement mentioned in the 2021 Purchase Agreement was never agreed upon and was not executed. The parties did not ask the previous attorney to draft it.

POSSIBLE ISSUES:

I am unclear of the effective date of the transfer of business.

The 2021 Purchase Agreement appears to be for the liquor license itself only.

The purchase of the restaurant appears to have occurred on February 1, 2021.

According to Naomi Cole:

According to Naomi Cole, she took over this application in May 2021, and the previous attorney who was handling this application drafted the 2021 Purchase Agreement.

According to Naomi Cole, she was told that the 2021 Purchase Agreement was to hold back funds for the liquor license transfer to be completed, then the balance of the deposit would be released.

Naomi Cole initially stated that only partial payment was transferred, but she later clarified that \$160,000 (minus commission, fees, etc.) was already received by Seller.

According to Naomi Cole, the realtors wanted their commission and it was taking too long for all of the conditions of the 2019 Purchase Agreement to be completed, so the second 2021 Purchase Agreement was drafted in 2021 to take care of the remaining items so that the realtors could get their commission when they closed escrow on the 2019 Purchase Agreement.

According to Naomi Cole, the 2019 Purchase Agreement was to purchase certain assets of the restaurant, but not all of the assets were transferred so they had to do the second Agreement in 2021.

According to Naomi Cole, “everything was supposed to transfer” with the 2019 Purchase Agreement, “but the conditions weren’t met so nothing was transferred yet without the signed bill of sale and lease transfer.”

According to Naomi Cole, nothing would have transferred title since the bill of sale wasn’t drafted/signed, and that would be the document to transfer title for the FF&E (Furniture, Fixtures, and Equipment).

According to Naomi Cole, as of July 26, 2021, **the lease for the subject premises has not been assigned to Future Corporation (Transferee), and HGS USA, LLC (Transferor) is still operating the business, is still paying the rent and expenses, and is still retaining the profits from the business.**

PENDING VIOLATIONS:

As of July 23, 2021, HGS USA, LLC has one (1) pending violations.

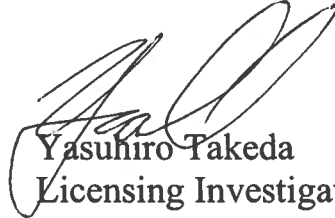
See **Exhibit F**

ZONING CLEARANCE:


The applicant has submitted a valid Zoning Clearance issued by the Department of Planning and Permitting, dated June 4, 2021.

OPINION:

In my opinion, I am unclear if statutory requirements have been met.


Yasuhiro Takeda
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Licensing Investigator
Yasuhiko
ah

2021 JUL -2 A 10:50

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 JUL -2 A 10:50

List your experience in the liquor industry: None

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Tomoyuki Oyakawa, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

Tomoyuki Oyakawa

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this _____ day of _____, in the year of _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<p>_____ <i>Signature of applicant(s) before Notary</i></p> <p>Subscribed and sworn to before me this:</p> <p>_____ day of _____, 20____</p> <p>_____ <i>Signature of Notary</i></p> <p>Print Name: _____ Notary Public, State of Hawaii</p> <p>My commission expires _____</p> <p>(Place Notary Stamp or Seal here)</p>	<p>NOTARY CERTIFICATION</p> <p>Date of Doc: _____ # of Pages: _____</p> <p>Notary Name: _____ Circuit _____</p> <p>Doc. Description: _____</p> <p>_____ <i>Notary Signature</i></p> <p>_____ Date _____ (Place Notary Stamp or Seal here)</p>
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RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
Reserved for Office Use (Date/Time Stamp)

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • EMAIL HL.C@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/liq

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Oyakawa Yoko SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 7455858 MOBILE PH () N/A EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE 47 MARITAL STATUS Married
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 3 YEAR COMPLETED 1993

NAME OF HIGH SCHOOL Hagoromo Gakuen High School, Osaka, Japan
(Include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 0 YEAR COMPLETED N/A

NAME OF COLLEGE N/A
(Include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED N/A

CITIZENSHIP Japanese, E-2 visa DATE ARRIVED IN HAWAII (if applicable) 05/01/2021
*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
10/2008	04/2021	Vice President	Avenir Corporation	Sakai, Osaka, Japan
4/1995 - 3/31/1996 Dental Hygenist Kojunkai OBP Clinic - Japan				
4/1993- 3/1995 Dental Hygenist Nihon Medical Academy - Japan				
11/2019 - present President Future Corporation Honolulu, Hawaii				

4/1996-9/2008 unemployed

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: AT



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LIQUOR COMMISSION
C&C OF HONOLULU

2021 JUL -2 A 10:50

List your experience in the liquor industry: _____

Will you devote time to manage the subject business? ☒ YES ☐ NO

If answer is "YES", will it be ☐ FULL TIME, or ☒ PART-TIME?

I, Yoko Oyakawa, of _____
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Yoko Oyakawa
Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this _____ day of _____, in the year of _____, personally appeared

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<p>_____ Signature of applicant(s) before Notary</p> <p>Subscribed and sworn to before me this:</p> <p>_____ day of _____, 20 _____</p> <p>_____ Signature of Notary</p> <p>Print Name: _____ Notary Public, State of Hawaii</p> <p>My commission expires _____</p> <p>(Place Notary Stamp or Seal here)</p>	<p>NOTARY CERTIFICATION</p> <p>Date of Doc: _____ # of Pages: _____</p> <p>Notary Name: _____ Circuit _____</p> <p>Doc. Description: _____</p> <p>_____ Notary Signature</p> <p>_____ Date</p> <p>(Place Notary Stamp or Seal here)</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT B



436

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Drawn No. 1 of 1
SK-1

Drawn BL
Scale AS NOTED
Drawn BL

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**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-6249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

R

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DECLARATION OF GROSS LIQUOR SALES

RESTAURANT

FOR LATE FILING ONLY

☐ OTC BY _____

☐ PM DATE _____

[FY20 ANNUAL PERIOD REPORTING]

☐ AMENDED REPORT

(Pursuant to Rule 3-81-17.54(c))

Attach supporting documents

REPORT DUE FRIDAY, JULY 31, 2020; PAYMENT DUE EXTENDED TO FRIDAY, OCTOBER 30, 2020

LICENSEE HGS USA, LLC

LICENSE NO. **R0778**

TRADE NAME IZAKAYA MATSURI

BUS PHONE NO. (808) 944-6688

NAME/TITLE OF PERSON PREPARING REPORT CHAE R. CHOI / AGENT

PREPARER'S NO. (808) 386-2042

EMAIL ADDRESS (Required) CPACHOI@YMAIL.COM

COMPUTATION OF ADDITIONAL LICENSE FEE

PART A: ON-PREMISES SALES

1. Total Food Sales <u>from JULY 1, 2019 to JUNE 30, 2020</u>	1. 204,720.66
2. Total Non-Alcoholic Beverage Sales	2. 0.00
3. Total Liquor Sales	3. 14,639.98
4. General Excise Tax (<u>Liquor sales portion only</u> if assessed to customers)	4. 0.00
5. Complimentary Drinks and/or Samples (Report at the full value)	5. 0.00
6. GROSS LIQUOR SALES (GLS ON-PREMISES) (Add Lines 3 through 5)	6. 14,639.98

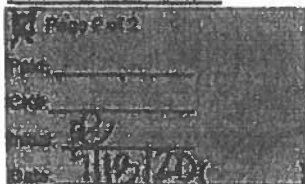
PART B: OFF-PREMISES CATERING SALES

7. Total Food Sales from All Off-Premises Catering Sales	7. 0.00
8. Total Non-Alcoholic Beverage Sales from all Off-Premises Catering Sales	8. 0.00
9. Total Liquor Sales from All Off-Premises Catering Sales	9. 0.00
10. General Excise Tax (<u>Liquor sales portion only</u> if assessed to customers)	10. 0.00
11. Complimentary Drinks and/or Samples (Report at the full value)	11. 0.00
12. GROSS LIQUOR SALES (GLS OFF-PREMISES) (Add Lines 9 through 11)	12. 0.00
13. COMBINED GLS (Add Lines 6 and 12)	13. 14,639.98
14. Less FY20 Deductible	14. 150,000.00
15. NET GLS (Line 13 minus Line 14. Enter "0", if less than "0".)	15. 0.00
16. Assessment Rate of the class of the respective license	16. 0.005
17. ADDITIONAL LICENSE FEE DUE AND PAYABLE (Multiply Lines 15 and 16; Limited to \$25,000)	17. 0.00

* Please make checks payable to "City & County of Honolulu"

PAYMENT ENCLOSED ☐

OFFICE USE ONLY



*** CONTINUE TO PAGE 2 OF 2 ***

For assistance, please contact HLC Auditing Team:
(808) 768-7343; Liq-Auditing@honolulu.gov

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EXHIBIT C

LICENSEE HGS USA, LLC
TRADE NAME IZAKAYA MATSURI

LICENSE NO. **R0778**

COST OF LIQUOR SOLD

A. Beginning Liquor Inventory as of <u>July 1, 2019</u>	A. 2,000.00
B. Total Liquor Purchases for Fiscal Year 2020	B. 8,191.77
C. Ending Liquor Inventory as of <u>June 30, 2020</u>	C. 3,000.00
D. Cost of Liquor Sold for the period (Lines A + B - C)	D. 7,191.77

Pursuant to §3-81-17.5 et seq., the Rules of the Liquor Commission, and under the penalties set forth in §281, Hawaii Revised Statutes, I certify that this Gross Liquor Sales Report is true, accurate, and complete, and I am authorized to submit this report.

07/09/2020

Date


Signature of Officer, Member, or Authorized Agent

CHAE R CHOI / AGENT ✓
Print Name/Title

For assistance, please contact HLC Auditing Team:
(808) 768-7343; Liq-Auditing@honolulu.gov

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EXHIBIT C



**COMMERCIAL REAL PROPERTY PURCHASE AND SALE
AGREEMENT (PSA)
Hawaii Association of REALTORS® Standard Form
Revised 12/17 For Release 5/18**



COPYRIGHT AND TRADEMARK NOTICE: THIS COPYRIGHTED HAWAII ASSOCIATION OF REALTORS® STANDARD FORM IS LICENSED FOR USE UNDER TERMS OF THE HAWAII ASSOCIATION OF REALTORS® STANDARD FORM LICENSE AGREEMENT LOCATED AT <http://www.hawaii Realtors.com/standard-form-policy>. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

NAR CODE OF ETHICS: Buyer and Seller are aware that the National Association of REALTORS® holds its members accountable for their actions through a strict professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not held to the same standards as members, nor are they required to participate in the grievance system.

Reviewed By: _____

Principal Broker/Broker-in-Charge

Reference Date: November 18th, 2019 Purchase Price: \$160,000 (See Paragraph D-2)

Closing Date: The Scheduled Closing Date shall be as set forth in Paragraph F-2.

Property Reference or Address 1436 Young Street Honolulu, Hawaii 96814 (See Paragraph E-1)

Tax Map Key: Div. 1 /Zone 2 /Sec. 4 /Plat 5 /Parcel(s) 22 /CPR _____ (If applicable).

IDENTIFICATION OF PARTIES:

Buyer: Future Corporation

Street 878 Puuikena Drive
Address: Honolulu HI 96821
Phone: _____
Fax: _____
E-mail: _____

Seller: HGS USA LLC
~~MUF FAMILY LTD PARTNERSHIP~~

Street _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

IDENTIFICATION OF BROKERAGE FIRMS:

Brokerage Firm: Locations
Agent Name: Rina Shinagawa
Street _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

Brokerage Firm: Newmark Grubb CBI Inc
Agent Name: _____
Street _____
Address: _____
Phone: _____
Fax: _____
E-mail: _____

CONTRACT: This is more than a receipt for money. It is a legally binding contract for the purchase of real estate. Read it carefully. Handwritten or typed provisions herein shall supersede any printed provisions if there is a conflict. FILL IN ALL BLANKS. WRITE "NA" IF NOT APPLICABLE. ITEMS WITH CHECK-OFF BOXES ARE OPTIONAL. ALL OTHERS ARE STANDARD PROVISIONS.

DS
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BUYER'S INITIALS & DATE

Page 1 of 11

SELLER'S INITIALS & DATE



EXHIBIT D

SECTION A: AGENCY DISCLOSURE

A-1 Agency. Buyer and/or Seller in a real estate transaction in Hawaii may retain a real estate Brokerage Firm as their agent. In such case, Buyer and/or Seller is represented by the Brokerage Firm and all of its licensees. Hawaii law requires real estate licensees to disclose orally or in writing to Seller and/or Buyer whom the licensee represents. The form of representation may be one of the following:

- (a) **Seller's Agent.** Brokerage Firm represents Seller only unless a disclosed dual agency exists. Seller's Agent owes the highest duties to Seller, including confidentiality, loyalty, and due care and diligence.
- (b) **Buyer's Agent.** Brokerage Firm represents Buyer only unless a disclosed dual agency exists. Buyer's Agent owes the highest duties to Buyer, including confidentiality, loyalty, and due care and diligence.
- (c) **Dual Agent.** Brokerage Firm represents both Buyer and Seller. This commonly occurs when licensees in the Brokerage Firm representing Seller have Buyer clients looking for types of property similar to Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents. Dual agents must remain neutral in negotiations and must not advance the interest of one party over the other. A separate Dual Agency Consent Addendum is required under Hawaii law.
- (d) **No Agency Representation** (see A-2(d) below).

A-2 Disclosure.

- (a) **Seller Representation:** Seller is represented by the Brokerage Firm Newmark Grubb CBI and all its licensees. Brokerage Firm is ☐ is not ☐ a member of the National Association of REALTORS®.
- (b) **Buyer Representation:** Buyer is represented by the Brokerage Firm Locations and all its licensees. Brokerage Firm is ☐ is not ☐ a member of the National Association of REALTORS®.
- (c) **Dual Agency Representation:** Seller and Buyer are represented by the Brokerage Firm NA and all its licensees. Brokerage Firm is ☐ is not ☐ a member of the National Association of REALTORS®. A separate Dual Agency Consent Addendum is required.
- (d) **No Agency Representation:**
☐ Seller is a Customer and is not represented by a Brokerage Firm.
☐ Buyer is a Customer and is not represented by a Brokerage Firm.

It is recommended that Customers seek legal counsel prior to signing a PSA.

If requested, a licensee may present a Customer's PSA to Seller and report Seller's response. A licensee cannot, however, negotiate for or otherwise advise a Customer in the transaction.

Buyer and Seller acknowledge that oral or written disclosure relative to agency representation was provided to them before the signing of this PSA.

TD (Buyer's initials)

Wd (Seller's initials)

SECTION B: EARNEST MONEY DEPOSIT

B-1 Earnest Money. Buyer shall deposit with Escrow (identified in Paragraph F-4), the sums set forth below (the "Earnest Money") in good funds on or before the deadlines required by this Paragraph B-1 or as otherwise agreed in writing by the parties. Buyer shall pay (from sources other than the Earnest Money or any interest accruing thereon) any and all escrow or other fees charged by Escrow pursuant to Paragraph F-6. All interest accruing on such sum shall become a part of the Earnest Money and shall be distributed as Earnest Money in accordance with the terms of this PSA.

- ☒ (a) An Initial Earnest Money deposit in the amount of \$10,000.00 shall be paid within 3 business days of the Acceptance Date (or as otherwise agreed in writing by the parties) (defined in Paragraph S-1).
- ☒ (b) An additional Earnest Money deposit in the amount of \$10,000.00 shall be paid within business days after the end of the Inspection Period (see Paragraph J-2).

B-2 Interest on Earnest Money. (Choose (a) OR (b))

- ☐ (a) Buyer to Earn Interest. The parties instruct Escrow to place Buyer's deposit(s) in an interest-bearing account with all interest to be credited to Buyer at closing. Buyer shall pay any processing fee required by Escrow and all costs of setting up, maintaining and closing the account. Fees/costs may exceed the interest earned.
- ☒ (b) Buyer not to Earn Interest. Buyer hereby waives the right to place Buyer's deposits in an interest-bearing account. Buyer understands any interest earned on such deposits shall belong to Escrow.

TD 11/19/2019 | 21:38 HAST
BUYER'S INITIALS & DATE

Wd Dec 4, 2019
SELLER'S INITIALS & DATE

SECTION C: ADDENDA

C-1 **Addenda.** The following addenda, if checked, are attached to and made a part of this PSA.

☒ Existing "As Is" Condition

☐ Other

☐ Other

☐ Other

☐ Other

☐ Other

SECTION D: OFFER TO BUY AND PURCHASE PRICE

D-1 **Offer to Buy.** Buyer offers to buy the Property described below on the terms and conditions contained herein, acknowledges receipt of a copy of the PSA, and agrees that this PSA shall be binding on Buyer if accepted by Seller on or before:

Date 11/23/2019

Time 5:00

AM ☐ PM ☒.

D-2 **Purchase Price.** Purchase price for the Property in U.S. Dollars shall be paid as follows:

\$ 10,000.00

Initial cash deposit of Earnest Money ("B-1(a)").

\$ 10,000.00

Additional cash deposit of Earnest Money ("B-1(b)").

\$ 140,000.00

Balance of down payment (or balance of purchase price if all cash) paid into Escrow before closing.

\$ 160,000.00

TOTAL CASH FUNDS FROM BUYER (exclusive of closing costs).

\$

By way of

\$

\$ 160,000.00

TOTAL PURCHASE PRICE

Failure to make any of these scheduled deposits herein shall constitute a default, and the termination provisions of Paragraph O-1 shall apply.

SECTION E: PROPERTY

E-1 **Description.** Tax Map Key: Div. 1 /Zone 2 /Sec. 4 /Plat 5 /Parcel(s) 22 /CPR _____ (if applicable).

All of that ☐ fee simple ☒ leasehold Property zoned _____ situated at the address set forth above described as follows:

Matsuri restaurant - exact description to follow in the escrow.

The full legal description will be provided in the title report.

"Property" includes all improvements and fixtures except those owned by tenants and except as listed below:

NA

SECTION F: CLOSING

F-1 **Closing.** For purposes of this PSA, "Closing" shall be the date when all appropriate conveyance documents are recorded. Buyer and Seller agree to promptly execute appropriate or customary documents when requested by Escrow.

F-2 **Scheduled Closing Date.** (Choose Paragraph F-2(a) OR F-2(b))

☐ (a) _____ or

☒ (b) 90 days after the end of Inspection Period. If the Scheduled Closing Date falls on a day the Bureau of Conveyances of the State of Hawaii is closed, closing will be on the next day when documents can be recorded.

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BUYER'S INITIALS & DATE

F-3 Change to the Scheduled Closing Date. (Choose Paragraph F-3(a) OR F-3(b))

- [x] (a) **Extensions.** There is no automatic right to extend. If, for reasons beyond Buyer's or Seller's control, a party cannot perform its obligation to close by the Scheduled Closing Date, then such party may extend the Scheduled Closing Date up to fifteen (15) days by delivery of written notice to the other party prior to the Scheduled Closing Date. Thereafter, time shall be of the essence, and if a party fails to perform by the extended Scheduled Closing Date, such party shall be considered in default and the other party may elect to terminate this PSA pursuant to Paragraph O-1. The extended Scheduled Closing Date may not be further extended unless Buyer and Seller agree in writing. This provision relates only to the extension of the Scheduled Closing Date.
- [na] (b) **Time is of the Essence.** Time is of the essence and the Scheduled Closing Date may not be extended unless Buyer and Seller agree in writing.

F-4 Escrow. This transaction shall be escrowed by: Premier Escrow, Branch Diamondhead ("Escrow").

Escrow officer: Vern Heath Phone No.: _____ Fax No.: _____

Escrow officer email address: _____

Within the time period set forth in Paragraph B-1, Seller shall open an account with Escrow and provide Escrow with a copy of this PSA and escrow instructions.

F-5 Prorations and Closing Adjustments. At closing, Escrow shall prorate the following, if applicable, as of the date of closing: real property tax, lease rents, interest on assumed obligations, tenant rents, common area expenses and other items customarily prorated in commercial real estate transactions in Hawaii. When applicable, Escrow shall charge to Seller and credit to Buyer the amount of any tenant security deposits. Seller and Buyer agree to cooperate and use their best efforts to complete such prorations or adjustments that are not available at Closing no later than thirty (30) days after Closing. Such items of income and expense for the period prior to the date of Closing will be for the account of Seller and such items of income and expense for the period on and after Closing will be for the account of Buyer, all as determined by the accrual method of accounting, except that rent shall be prorated only to the extent actually collected. Bills received after Closing to the extent they relate to expenses incurred for services performed prior to Closing shall be paid by Seller, and those which relate to services performed after Closing (except as otherwise agreed to by the parties in writing) shall be paid by Buyer; provided, however, that Buyer's obligations under this PSA to assume and pay for services rendered after Closing pursuant to any service contracts shall not apply to any service contract that Buyer elected not to assume during the Inspection Period.

F-6 Closing Costs. The following allocates customary closing costs and are not intended to be an all-inclusive list. Escrow may charge the appropriate party other closing costs as agreed and directed in writing by the parties.

Charge to Buyer, if applicable:

50% of the premium for standard coverage title insurance and any additional costs relating to the issuance of extended coverage policy and endorsements (including a lender's policy)

Cost of drafting of agreement of sale or mortgage and note

Cost of obtaining Buyer's consents

Buyer's notary fees

50% of Escrow's fees

Any fees pertaining to any Buyer financing

Charge to Seller, if applicable:

50% of the premium for standard coverage title insurance

Cost of drafting of conveyance documents and bills of sale

Cost of obtaining Seller's consents

Seller's notary fees

Conveyance tax

50% of Escrow's fees

Recording fees

FIRPTA (Federal withholding)

HARPTA (State withholding)

F-7 Assessments. For purposes of Paragraphs F-7(a), F-7(b), and F-7(c), an assessment is defined as any obligation (not including prorations in Paragraph F-5) levied against the Property by a governmental body or any other entity with a legal right to assess. Assessments, if any, shall be charged as follows:

- (a) Any lump sum assessments levied against the Property prior to the Acceptance Date shall be paid by Seller [] or assumed by Buyer [].

Exceptions, if any: None

- (b) Any assessments against the Property authorized as of the Acceptance Date which are being paid in installments shall be paid in full by Seller [x] or pro-rated by Escrow as of the date of closing [].

Exceptions, if any: none

- (c) If a new assessment is authorized against the Property between the Acceptance Date and the Scheduled Closing Date, such assessment shall be paid as Buyer and Seller shall agree, and if Buyer and Seller cannot reach an agreement within five (5) days of both parties being aware of the new assessment, either party may terminate this PSA and the termination provisions of Paragraph O-2 shall apply.

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BUYER'S INITIALS & DATE

Dec. 4, 2019
SELLER'S INITIALS & DATE

- ☒ F-8 **Lessor or Other Consents.** The obligations of Buyer or Seller hereunder are conditioned upon obtaining consents of the following lessor or other identified person or entity prior to Closing or such earlier time as may be required by this PSA: _____ Neither Buyer nor Seller may waive this condition without the consent of the other. Buyer and Seller agree to cooperate and take all reasonable action to obtain such consents.

F-9 Risk of Loss.

- (a) **Minor Damage.** In the event of loss or damage to the Property or any portion thereof that is not "major" (as hereinafter defined), Seller shall notify Buyer within five (5) days of Seller being made aware of such loss or damage, and this PSA shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option, assigns to Buyer all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Scheduled Closing Date shall be extended for a reasonable time in order to allow for the completion of such repairs. If Seller elects to assign to Buyer Seller's title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's insurance policy and Seller shall be fully released from any additional claims. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer, subject to the terms and conditions of this PSA.
- (b) **Major Damage.** In the event of a "major" loss or damage, Seller shall notify Buyer in writing of such damage within five (5) days of Seller being made aware of such loss or damage. In such event, Buyer may terminate this PSA by written notice to Seller within thirty (30) days of the loss or damage, in which event the Earnest Money shall be returned to Buyer. If Buyer does not elect to terminate this PSA within ten (10) days after Seller sends Buyer written notice of the occurrence of major loss or damage, then Buyer shall be deemed to have elected to proceed with Closing, in which event Seller shall, at Seller's option, either (1) perform any necessary repairs, or (2) assign to Buyer all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Scheduled Closing Date shall be extended for a reasonable time in order to allow for the completion of such repairs. If Seller elects to assign to Buyer Seller's title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's insurance policy. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.
- (c) **Definition of "Major" Loss or Damage.** For purposes of this PSA, "major" loss or damage refers to the following:
 (1) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially identical to that of the Property prior to the event of damage would be, in the opinion of a contractor reasonably selected by Buyer, equal to or greater than an amount equal to five percent (5%) of the Purchase Price; or
 (2) any loss due to a condemnation which impairs the current use of the Property.

- F-10 Possession.** Seller agrees to give Buyer possession at Closing or _____, subject to tenant leases, if any.

SECTION G: TITLE

- G-1 Preliminary Title Report.** Within ten (10) days after the Acceptance Date, Seller shall cause _____ (the "Title Company") to deliver a preliminary title report (the "Title Report") on the Property to Buyer.
- G-2 Title.** Seller agrees to convey the Property with warranties vesting marketable title in Buyer, free and clear of all liens and encumbrances EXCEPT: (a) easements, covenants, conditions, reservations or restrictions now of record and (b) _____
- ☒ **G-3 Title Objections; Permitted Exceptions; Cure of Title Objections.**
- (a) **Title Objections.** Buyer shall have ten (10) days prior to the expiration of the Inspection Period to send written notice of any objections that Buyer may have in regard to the Title Report.
- (b) **Permitted Exception.** Any item contained in the Title Report to which Buyer does not so object shall be deemed a "Permitted Exception".
- (c) **Cure of Title Objections.** In the event Buyer shall timely notify Seller of objections to any item contained in the Title Report, Seller shall have the right, but not the obligation, to cure the Title Objections. Seller shall inform Buyer in writing (the "Seller's Title Cure Notice") not later than five (5) business days after receipt of Title Objections whether Seller shall cure such objections. Unless otherwise expressly stated, Seller's failure to deliver Seller's Title Cure Notice shall be deemed Seller's election not to cure the Title Objections, and Buyer's election not to terminate this PSA prior to the expiration of the Inspection Period in accordance with Paragraphs J-2 and O-2 shall be deemed Buyer's waiver of any objections that Seller has not elected to cure.
- ☒ **G-4 Vesting and Tenancy.** Title shall vest in Buyer(s) as follows (provide full legal names and marital status for individuals, trust information, name and form of business entity, etc.):
☐ (a) _____
☒ (b) to be determined by Buyer by written notice to Seller and Escrow Officer not later than five (5) business days prior to Closing.

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 BUYER'S INITIALS & DATE

Dec. 4, 2019
 SELLER'S INITIALS & DATE

J-2 BUYER'S RIGHT TO INSPECT THE PROPERTY AND TO TERMINATE THIS PSA BECAUSE BUYER IS NOT SATISFIED WITH THE PROPERTY ENDS ON 30 days after acceptance ("INSPECTION PERIOD").

Seller shall provide Buyer and Buyer's representatives reasonable access to the Property during the Inspection Period, including Seller's records (except for excluded records described above) for this purpose, during reasonable hours with reasonable prior notice to Seller. The obligation of Buyer to purchase the Property is contingent upon Buyer's approval of the results of such inspection on or before the expiration of the Inspection Period. All inspections must be completed within the Inspection Period. In consideration of Seller making the Property and records available, Buyer agrees to perform a thorough investigation of the Property, including but not limited to any investigation deemed prudent by Buyer relating to the following: building improvements, environmental matters, mold, termite infestation, compliance with the Americans with Disabilities Act and any pending assessments against the Property. Buyer agrees that Buyer will rely on Buyer's own due diligence investigation and not upon information provided by Seller, Seller's Brokerage Firm, or Buyer's Brokerage Firm.

If Buyer disapproves of the results within such time period, Buyer may elect to terminate this PSA pursuant to Paragraph O-2. If Buyer fails to elect to terminate prior to the end of the Inspection Period, Buyer shall have waived this contingency.

Prior to the expiration of the Inspection Period, Seller may make changes to existing tenant leases and/or enter into new tenant lease agreements without the approval of the Buyer, however, Seller shall provide Buyer with at least five (5) days advance written notice that Seller intends to execute such documents along with copies of such documents. After the expiration of the Inspection Period, Seller shall not, without the written consent of Buyer, make any changes to existing tenant leases, enter into any new leases that extend beyond the Scheduled Closing Date, or enter into any other agreements that cannot be terminated upon forty-five (45) days' notice. The existing tenant leases will be assigned to Buyer at Closing and Buyer will assume the obligations of the Seller under the existing tenant leases, either as part of the instrument conveying the Property to Buyer or in a separate instrument, as elected by Seller. Seller will use commercially reasonable efforts to obtain estoppel certificates from all tenants on the Property, dated not earlier than thirty (30) days prior to Closing; provided, however, delivery of such estoppel certificates shall not be a condition of Closing unless otherwise specified in this PSA.

Buyer agrees to indemnify, defend and hold Seller, Seller's Brokerage Firm, and Buyer's Brokerage Firm harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage to personal or real property or personal injury to the extent arising from or attributable to any acts performed by Buyer or Buyer authorized agents in exercising Buyer's inspection rights, if any, under this PSA (excluding any and all losses, claims, suits, damages and expenses, including reasonable attorneys' fees resulting from the mere discovery of, disclosure of, or injury or death resulting from, any pre-existing physical or environmental condition on, in, under or about the Property). This agreement to indemnify Seller, Seller's Brokerage Firm, and Buyer's Brokerage Firm shall survive any termination of this PSA.

☒ J-3 **Property Condition Maintenance.** Seller shall maintain the Property in the same condition and repair as when Buyer inspected the Property pursuant to Paragraph J-1.

☒ J-4 **Existing Warranties, Plans, etc.** Seller shall provide to Buyer at closing all existing warranty documents in Seller's possession covering the improvements and personal property being sold to Buyer; and, to the extent legally permissible, all originals and copies in Seller's possession of as-built blueprints, specifications, and copies of architectural or engineering drawings relating to the Property.

Buyer understands: (a) any warranties delivered by Seller to Buyer represent obligations of other persons, not Seller; (b) the warranties and other documents are provided for informational purposes only; (c) the warranties and other documents may not reflect improvements as built; and (d) Seller does not promise that any such warranties are transferable to Buyer, and that Buyer must contact the providers of such warranties to determine whether the warranties are transferable to Buyer.

SECTION K: SURVEY

☐ K-1 **Survey.** Within _____ () days after the Acceptance Date, Seller shall, at Seller's sole cost and expense, provide Buyer with a current map (with surveyor's stamp and dated after the Acceptance Date) and accompanying report to show the perimeters of the Property and the location of any improvements in the vicinity of the perimeter Property lines. This survey and map may not address whether improvements on the Property are in compliance with State and/or County requirements, and/or subdivision covenants, conditions, and restrictions. If Buyer objects to any matters shown in such survey, Buyer shall notify Seller pursuant to Paragraph K-2 below.

☐ Buyer elects to have an ALTA survey prepared and agrees to pay the increase in cost to obtain an ALTA survey.

☐ K-2 **Survey Objections; Permitted Exceptions; Cure of Survey Objections.**

- (a) **Survey Objections.** Buyer shall have ten (10) days prior to the expiration of the Inspection Period to send written notice of any objections that Buyer may have in regard to the Survey.
- (b) **Permitted Exception.** Any matter shown on the Survey to which Buyer does not so object shall be deemed a "Permitted Exception".
- (c) **Cure of Survey Objections.** In the event Buyer shall timely notify Seller of objections to any matter shown on the Survey, Seller shall have the right, but not the obligation, to cure the Survey Objections. Seller shall inform Buyer in writing (the "Seller's Survey Cure Notice") not later than five (5) business days after receipt of Survey Objections whether Seller shall cure such objections. Unless otherwise expressly stated, Seller's failure to deliver Seller's Survey Cure Notice shall be deemed Seller's election not to cure the Survey Objections, and Buyer's election not to terminate this PSA prior to the expiration of the Inspection Period in accordance with Paragraphs J-2, and O-2 shall be deemed Buyer's waiver of any objections that Seller has not elected to cure.

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BUYER'S INITIALS & DATE

Dec. 4, 2019
SELLER'S INITIALS & DATE

SECTION L: ASBESTOS AND HAZARDOUS MATERIALS

- L-1 Asbestos Disclosure.** Buyer is aware that asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement and other building materials. Buyer is aware that Buyer should make appropriate inquiry into the possible existence of asbestos on the Property. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors.
- L-2 Hazardous Waste and Toxic Substances Disclosure.** Buyer is aware that federal and state laws place strict liability on property owners for dangers caused by hazardous waste management and may require that such owner pay for the cost of the cleanup of hazardous substances and other toxic substances. Buyer is aware that Buyer should make appropriate inquiries into the past use of the Property and should seek an environmental assessment to ascertain the possible existence of such hazardous substances or materials on or under the Property. Buyer is aware Buyer may have liability for hazardous substances located on or under the Property even if Buyer did not cause such substances to be on or under the Property.
- [NA] L-3** Buyer [] Seller [] will perform a Phase I Environmental Assessment at its sole cost and expense. Seller shall complete an Environmental Questionnaire required by the person/entity performing the Phase I Environmental Assessment.

SECTION M: INTERNAL REVENUE CODE SECTION 1031 EXCHANGE

- [NA] M-1 Right to Exchange/Cooperation.** Either Seller or Buyer may assign all of its right, title and interest in this PSA with respect to all or any portion of the Property to an affiliated entity and/or a qualified intermediary in order to facilitate a like-kind exchange transaction, which includes the Property, pursuant to Section 1031 of the Internal Revenue Code. Seller and Buyer will remain liable under this PSA, subject to the limits set forth herein, following any such assignment and shall indemnify, defend and hold the other party harmless from any additional cost, liability or expense suffered or incurred by reason of such assignment or cooperation with the exchange. Seller and Buyer further agree to cooperate with the other in effecting such transaction, including, without limitation, consenting in writing to the assignment of this PSA to any such qualified intermediary and/or any affiliated entity; provided that any such exchange transaction, and the related documentation, shall: (a) not require the other party to execute any contract (other than as set forth above), make any commitment, or incur any obligations, contingent or otherwise, to third parties which would expand the obligations beyond this PSA or incur any additional costs, (b) not delay the Closing or the transaction contemplated by this PSA, or (c) not include acquiring title to any other property. The obligations of Seller and Buyer under this Paragraph shall survive the Closing and shall not be merged therein.

SECTION N: ELECTRONIC (Digital or Fax) SIGNATURES AND COUNTERPARTS

- N-1** Electronically executed copies of this PSA and any related documents shall be fully binding and effective for all purposes whether or not originally executed documents are transmitted to Escrow. Electronic signatures on documents will be treated the same as original signatures; however, each party agrees to promptly forward original executed documents (if any) to Escrow. The parties understand that conveyance, mortgage and other recordable documents must be delivered in original form and will not be acceptable if signed only electronically.
- N-2** This PSA and any addenda and related documents may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so signed, shall be deemed to be an original, and all of which taken together shall constitute one and the same document, binding upon all of the parties, notwithstanding that all of the parties do not sign the original or the same counterpart.

SECTION O: TERMINATION PROVISIONS

- O-1 Termination Due to Default.** In the event that Buyer is in default for failure to perform Buyer's obligations under this PSA (Seller not being in default), Seller may retain the initial deposit and all additional deposits provided for herein as liquidated damages. Buyer shall be responsible for any costs incurred in accordance with this PSA.
- In the event that Seller is in default for failure to perform Seller's obligations under PSA (Buyer not being in default), Buyer may (a) seek specific performance of this PSA or (b) if the remedy of specific performance is not available, bring an action for damages for breach of contract. Seller shall be responsible for any costs incurred in accordance with this PSA.

In addition to the foregoing remedies, Buyer and Seller agree to the following additional remedies, if any:

None

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BUYER'S INITIALS & DATE

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SELLER'S INITIALS & DATE

O-2 Termination Due to Contingencies. If the party for whose benefit a contingency exists, elects to terminate this PSA because the contingency has not been satisfied, that benefited party shall deliver to the other party a written notice of termination. If the benefited party so terminates this PSA, Buyer and Seller shall promptly execute all cancellation documents requested by Escrow. Buyer shall return to Seller all documents delivered by Seller to Buyer in connection with Buyer's inspection of the Property, and Escrow shall, unless otherwise agreed to in this PSA, return to Buyer all deposits previously made, less the amount of any escrow expenses or fees chargeable to Buyer. Thereafter, neither Buyer nor Seller shall have any further rights or obligations under this PSA.

O-3 Attorneys' Fees. In the event of default by a party and/or a legal action or arbitration (including a claim by a Brokerage Firm for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees.

SECTION P: TRANSACTIONS INVOLVING FOREIGN OR NON-RESIDENT BUYER AND SELLER

P-1 HARPTA Withholding Required if Seller is a Non-Resident of the State of Hawaii. Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust, or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. If Seller does not provide Buyer with a certificate of exemption or waiver from HARPTA not later than two (2) business days prior to Closing, Escrow is hereby authorized and instructed to withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.

P-2 FIRPTA Withholding Required if Seller is a Foreign Person. Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust, or estate), Buyer must generally withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward this amount to the Internal Revenue Service ("IRS"). Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. If Seller does not provide Buyer with a certificate of exemption or waiver from FIRPTA not later than two (2) business days prior to Closing, Escrow is hereby authorized and instructed to withhold/collect from Seller the required amount at closing and forward it to the IRS.

P-3 Additional Disclosures Required by Foreign Buyers and Sellers. Buyer and Seller understand that under statutes and ordinances such as the Agricultural Foreign Investment Disclosure Act of 1978, and the International Investment and Trade in Services Survey Act, among others, disclosures are required by foreign Buyers and/or Sellers under certain conditions.

P-4 Government Restrictions Disclosure. Buyer is aware that the Property is subject to all applicable federal, state and county laws, statutes, regulations, codes, ordinances, rules, procedures, restrictions, and requirements, including but not limited to, those concerning land use, zoning, building permits and requirements, setbacks, height limitations, and allowable uses.

SECTION Q: SPECIAL TERMS

[x] Q-1 (Please number)

This agreement is contingent on Buyer to successfully receive VISA.

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Dec 4, 2019
SELLER'S INITIALS & DATE

SECTION R: BROKERAGE FIRMS SERVICES AND DISCLAIMERS

R-1 Scope of Service. Seller's Brokerage Firm and Buyer's Brokerage Firm, including their owners, agents and employees (collectively the "Brokerage Firms"), recommend that Buyer and Seller each consult their own accountant, appraiser, architect, attorney, contractor, estate planner, insurance advisor, land use professional, surveyor, environmental consultant, title insurer, zoning expert, and other professionals should they have any questions within those fields about this sale. Buyer and Seller understand and acknowledge that neither party is relying upon the Brokerage Firms for any of the foregoing services or advice.

R-2 Disclaimers by Brokerage Firms. Buyer and Seller understand that the Brokerage Firms have not made any representations or warranties, and have not rendered any opinions about: (a) the legal or tax consequences of this transaction; (b) the legality, validity, correctness, status or lack of any building permits which may have been required for the Property; (c) the size of any improvements on the Property, or the land area of the Property or the location of the boundaries; (d) the existence or non-existence of mold, asbestos or hazardous materials on the Property; (e) compliance of the Property with law, including but not limited to the Americans with Disabilities Act and land use laws.

R-3 Obligations. Brokerage Firms shall not be held liable to either Buyer or Seller for the failure of either Buyer or Seller to perform their obligations pursuant to this PSA.

[NA] **R-4 Disclosure of Real Estate Licensing Status.** Hawaii law requires that licensees disclose that they hold a real estate license in any transaction in which they are purchasing or selling real property as a principal, or in which they are buying for themselves, immediate relatives, or an entity in which they have an interest. If applicable, the licensee(s) in this transaction disclose the following:

SECTION S: "ACCEPTANCE DATE", OTHER DEFINITIONS, MISCELLANEOUS

S-1 As used in this PSA, the term "Acceptance Date" means the date on which this PSA becomes binding upon the parties (i.e. when both parties have signed this PSA.)

S-2 As used in this PSA, the term "day" means a calendar day unless the term "business day" is used. The term business day shall mean Monday through Friday except Federal or Hawaii holidays. All dates and times are based on Hawaii Standard Time (UTC-10). Unless otherwise specified in writing in this PSA, contingencies herein shall expire at 5:00 PM HST on the day stated.

S-3 Time is of the Essence. Except as otherwise provided in this PSA, time is of the essence in the performance by all parties in their respective obligations to this PSA.

S-4 Complete Agreement. This PSA constitutes the entire agreement between Buyer and Seller and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreements (both written and oral) of Buyer and Seller. No variation or amendment of this PSA shall be valid or enforceable without written approval by Buyer and Seller. All agreements and representations about the Property must be set forth in writing and the parties agree that to be effective any representation made by a Brokerage Firm or any party hereto must be set forth in writing in this PSA or an amendment hereto. Buyer and Seller shall each hold harmless and release the Brokerage Firm(s) from any claims based upon any alleged representation which is not set forth in writing as stated in this paragraph.

S-5 Assignment. Buyer shall not have any right to assign any of its rights, or to delegate any duties or obligations under this PSA without the prior written consent of Seller except that consent shall not be required in the event Buyer assigns its rights under this PSA to an entity where Buyer owns at least fifty percent (50%) of the controlling interest. For the purposes of this paragraph, assignment and/or delegation shall be deemed to include any sale, transfer, assignment or other event which, directly or indirectly, results in a change of fifty percent (50%) or more in the controlling interest in Buyer. This PSA, and each and every term and provision hereof, shall inure to the benefit of, and be binding upon and enforceable against, Buyer and its respective legal representatives, successors, and permitted assigns.

S-6 Representations and Warranties. Each party hereby represents and warrants to the other as follows:

- (a) If it is an entity, it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is qualified to conduct business, and is in good standing in the state(s) in which it conducts business.
- (b) It is in compliance with all laws, rules and regulations that govern the operation of a business in which it is involved.
- (c) It has all the requisite power and authority to carry on its business as it is now being conducted.
- (d) It has been duly authorized by all necessary action on its part and possesses all the requisite power and authority to execute, deliver and perform this PSA and to hereby consummate the transactions contemplated herein.
- (e) It knows of no reason why it cannot consummate the transactions contemplated herein.
- (f) There are no actions, suits or proceedings existing, pending or, to the knowledge of it, threatened against or affecting it before any court, arbitrator or governmental or administrative body or agency that would affect the validity or enforceability of this PSA or that would affect the performance of its obligations hereunder.

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BUYER'S INITIALS & DATE

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Dec 4, 2019

SELLER'S INITIALS & DATE

Offer Date Nov 18th 2019 _____ AM/PMBuyer's Name Future CorporationSignature Tomoyuki OyakawaTitle President

Buyer's Name _____

Signature _____

Title _____

Buyer's Name _____

Signature _____

Title _____

SECTION T: ACCEPTANCE OR COUNTER OFFER

[] **IT-1 ACCEPTANCE OF OFFER.** Seller agrees to sell the Property at the price and terms offered above and acknowledges receipt of a copy of this PSA.

[] **IT-2 COUNTER OFFER.** Seller agrees to sell the Property at the price and terms offered above as amended by the attached Counter Offer and acknowledges receipt of a copy of the PSA.

IN EITHER EVENT:

T-3 Seller agrees to pay to 5% with no GET at Closing a commission for the sale of the Property pursuant to the commission agreement with Seller's Brokerage Firm, or in the amount of _____ Seller instructs Escrow to pay the commission directly to Brokerage Firm at closing in U.S. Dollars. These instructions cannot be changed without the written agreement of such identified Brokerage Firm and Seller. Seller further consents to such Brokerage Firm's sharing of the commission with another real estate Brokerage Firm which may have provided services to Buyer for this transaction.

Acceptance Date Dec. 4, 2019 (AM/PM)Seller's Name MJE Family LTD Partnership

Signature _____

Title _____

Seller's Name _____

Signature _____

Title _____

Seller's Name _____

Signature _____

Title _____

Seller is a Foreign Person [☒] Non-Hawaii Resident [☐] Owner/Occupant [☐] Other [☐]



COMMERCIAL EXISTING "AS IS" CONDITION ADDENDUM
Hawaii Association of REALTORS® Standard Form
Revised 12/17 For Release 5/18



COPYRIGHT AND TRADEMARK NOTICE: THIS COPYRIGHTED HAWAII ASSOCIATION OF REALTORS® STANDARD FORM IS LICENSED FOR USE UNDER TERMS OF THE HAWAII ASSOCIATION OF REALTORS® STANDARD FORM LICENSE AGREEMENT LOCATED AT <http://www.hawaii Realtors.com/standard-form-policy>. The use of this form is not intended to identify the real estate licensee as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. EXISTING "AS IS" CONDITION ADDENDUM is made a part of PSA (the "PSA"):

The PSA Reference Date: November 18th, 2019

Property Reference: 1436 Young Street Honolulu, HI 96814

Address

Tax Map Key: Div. 1 /Zone 2 /Sec. 4 /Plat 5 /Parcel 22 /CPR _____ (If applicable).

Except as is otherwise expressly provided in the PSA, Seller hereby specifically disclaims any and all warranties (oral or written) concerning (i) the nature and condition of the Property and its suitability for any and all activities and uses that Buyer may elect to conduct on the Property; (ii) the manner, construction, condition and state of repair or lack of repair of the improvements on the Property; (iii) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood that Buyer shall have full opportunity during the Inspection Period, to determine for itself the condition of the Property; and (v) any other matter whatsoever except as expressly set forth in the PSA. Except as is otherwise expressly provided in the PSA, the sale of the Property as provided for in the PSA is made on a strictly "AS IS" "WHERE IS" basis as of the Closing Date.

Except as otherwise expressly provided in the PSA, Buyer expressly acknowledges that, in consideration of the agreements of Seller in the PSA, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THE PSA.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PSA, BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9801 ET SEQ. ("CERCLA"); THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ. ("RCRA"); AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ. ("SARA") OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY.

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT BEFORE CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THE PSA. UPON CLOSING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, ON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PSA, BUYER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF BUYER.

(14)



ASSET PURCHASE AGREEMENT

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

THIS ASSET PURCHASE AGREEMENT is made this 20th day of March, 2021, by and between HGS USA, LLC, a Hawaii corporation, whose business and post office address is 1436 Young St., Suite 103, Honolulu, HI 96814 (hereafter referred to as "Seller") and FUTURE CORPORATION, whose post office address is (hereafter referred to as "Buyer").

WITNESSETH:

WHEREAS, the Seller is the owner of a restaurant named Izakaya Matsuri located at 1436 Young St., Suite 103, Honolulu, HI 96814 (the "restaurant"), and Seller possesses a liquor license issued by the Liquor Commission of the City and County of Honolulu, State of Hawai'i (R0778); and

WHEREAS, the parties acknowledge that there is no furniture, fixtures or equipment being transferred from the Seller to the Buyer under this Agreement and Landlord of the premises situated at 1436 Young St., Suite 103, Honolulu, HI 96814 has already consented to an assignment of the lease to Buyer; and

WHEREAS, Seller also owns the aforesaid liquor license issued by the Honolulu Liquor Commission (the "Liquor License"); and

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the aforesaid Liquor License to the Buyer, and the parties to this Agreement desire to set forth in writing their agreement in this Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree to the following:

1. **Asset Purchase.**

A. **Assets Sold.** Pursuant to the terms and conditions herein, including but not limited to the contingencies set forth in Paragraph 3 herein, Seller agrees to sell to Buyer and Buyer agrees to purchase the Liquor License presently held by Seller.

2. **Purchase Price.**

A. **Purchase Price for Assets.** The Buyer agrees to pay the Seller the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00), for all of the assets described in Paragraph 1 above. This amount shall be paid to Owner as follows: (a) \$10,000.00 has already been deposited with Owner, (b) an additional \$10,000.00 shall be paid after Buyer's inspection of the restaurant, and (c) the balance shall be paid upon Closing. The parties have already executed, on November 19, 2019 and December 4, 2019, a Commercial Real Property Purchase and Sale Agreement. This Agreement is intended to replace that 2019 Agreement except that if there are any conflict between the 2019 Agreement and this Agreement, the terms

of the 2019 Agreement will control.

3. Contingencies.

The Buyer's obligations and Seller's obligations under this Agreement are contingent upon the following:

A. This Agreement and the obligations of the Buyer are conditioned upon the Liquor Commission approving the transfer of the Seller's liquor license to the Buyer. As defined herein, said approval means the date on which the Liquor Commission issues the Buyer a liquor license, which is after the public hearing, the final inspection, and all conditions set forth in any letter from the Liquor Commission have been met. In the event that the Liquor Commission refuses to approve the transfer of Seller's liquor license to Buyer, then this Agreement shall be null and void and all moneys paid to Seller under this Agreement shall be returned to the Seller. If the Liquor Commission does not approve the transfer at the preliminary hearing, then the liquor license shall be returned to Seller within five (5) business days from the date that the Liquor Commission rejects the transfer of the liquor license to the Buyer.

4. Closing Date and Possession.

A. Closing. The Closing Date, Date of Closing or "closing" of this Agreement shall be one (1) calendar day after the Liquor Commission approves the transfer of the Seller's liquor license to the Buyer. As defined herein, said approval means the date on which the Liquor Commission issues the Buyer a liquor license, which is after the public hearing, the final inspection, and all conditions set forth in any letter from the Liquor Commission have been met.

B. Escrow. Premier Escrow shall be the escrow for this transaction.

C. Possession. Seller shall give Buyer possession of the restaurant under a Services Agreement between the Seller and Buyer. Under the Services Agreement however, Seller is responsible for the restaurant and the liquor license. In addition, Buyer shall apply for a temporary liquor license for the premises at 1436 Young St., Suite 103, Honolulu, HI 96814. Buyer shall be solely responsible for all costs associated with the application of said temporary liquor license. Buyer shall pay all rents due and owing to the landlord of the Premises, and all costs of operating the restaurant. Seller shall provide a letter to Buyer authorizing the Buyer to apply for a temporary liquor license.

D. Buyer shall pay for all costs associated with obtaining the approval for the transfer of the liquor license and the issuance of the temporary liquor license. Buyer and Seller will each pay for their own respective attorneys' fees incurred in this transaction.

5. Food and Liquor Inventory.

There is no food or liquor inventory being purchased by the Buyer.

6. **Condition of Restaurant.** Buyer accepts the restaurant in an "as is" condition. Buyer has not relied, is not relying and will not rely on any statements, representations, or projections, whether oral or written, heretofore or hereafter made by Seller or any of its officers, agents, partners, brokers or employees. Buyer assumes control of the Premises on an "AS IS" and "WHERE IS" basis.

7. **Buyer's Closing Obligations.**

On or before the Closing Date Buyer shall:

A. Pay to the Seller sufficient cash to cover (i) the purchase price set forth in Paragraph 2 herein, (ii) the Buyer's share of the closing costs and share of prorations (if any), and (iii) all other sums of money required to be paid by Buyer pursuant to this Agreement;

B. Buyer shall apply for a temporary liquor license prior to the Closing Date and shall obtain all necessary documents for the issuance of the liquor license to Buyer, including but not limited to: a certificate of insurance, and a State of Hawaii liquor dispenser certificate.

C. Execute and acknowledge any documents necessary to consummate the transactions contemplated by this Agreement (including all escrow instructions, settlement and closing statements and conveyance tax certificates), and

D. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by Buyer under this Agreement.

E. Buyer shall indemnify and hold harmless Seller from any and all claims or liabilities arising from the date that the Buyer takes possession of the restaurant, as it relates to the operation of the restaurant.

F. From the date that the Buyer takes possession of the restaurant forward, Buyer will pay all real property taxes and all assessments of every kind and all utilities, including but not limited to, electric, sewer, water rates, and all other rates and charges which shall hereafter be legally payable upon or with respect to said demised premises and the restaurant.

G. From the date that the Buyer takes possession of the restaurant forward, Buyer will fully comply with all lawful requirements and regulations of the Department of Health, City and County of Honolulu, and all other State, County or Federal agencies, boards, departments, or officers thereof, respecting or in any manner affecting said demised premises or the operation of the Business as aforesaid.

H. Buyer will not commit any breach of any covenant or condition herein contained or any act of negligence whereby said demised premises or any interest therein shall become liable to seizure or attachment by mesne or final process of law in bankruptcy proceedings or otherwise.

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I. Buyer shall fail to pay any of said taxes, assessments, rates and/or charges or to effect and keep in force the insurance on improvements as hereinafter required from the date that the Buyer takes possession of the restaurant onward, Seller may pay or effect the same and recover from Buyer upon demand all sums paid therefor or if not paid on demand, all such payments made by Seller, may at Seller's option be added to and considered as a part of the purchase price of the said assets.

J. From the date that the temporary liquor license is issued and going forward, Buyer will keep insured all improvements now on or hereafter built or placed upon said demised premises against loss or damage by fire until such time as this Agreement is fully satisfied, naming Seller as an additional insured. Buyer shall also provide the liquor liability insurance and general liability insurance as may be required by the Lease.

K. That while this agreement shall remain in force, Buyer will not commit or suffer any strip or waste of the said demised premises or of any structures or improvements thereon.

L. That while this agreement shall remain in force, Buyer will not use said demised premises or allow any other person or persons to use said demised premises for or in connection with any unlawful purpose while this agreement shall remain in force.

M. Buyer will pay all rents, real property tax, common area maintenance charges, promotional fund fees, and all other charges due to the Landlord under the Lease.

8. Sellers Closing Obligations.

On or before the Closing Date Seller shall:

A. Execute all documents necessary to obtain approval of this agreement by the Honolulu Liquor Commission.

9. Event of Default.

The following shall constitute an "Event of Default" this Agreement:

A. Buyer shall fail to pay any sums of money when due under this Purchase Agreement, or fail to observe or perform any other term or provision to be observed or performed by Buyer under this Agreement, or

B. Upon the occurrence of any "Event of Default", the non-defaulting party shall have the following rights and remedies:

(i) If the Buyer is in default, then the Seller shall have available to him all remedies available all remedies that he may have at law.

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(ii) In the event that the Seller is the defaulting party, the Buyer may sue the defaulting party for and obtain damages and/or specific performance.

10. **Time is of the Essence.** Time is of the essence of this Agreement, and that if the Seller or Buyer shall fail to observe and/or perform any term, covenant, or condition herein set forth which is on the part of the either party to be observed and/or performed, or shall fail or neglect to make any payments as herein provided for, either of principal and/or interest, or any other payment required to be made according to the foregoing terms, and if any such default shall continue for a period of more than ten (10) calendar days after the same shall become due and payable, or in case the Seller or the Buyer shall become or be declared bankrupt or come under any provisions of the bankruptcy laws, then the non-defaulting party may take any of the courses of action set forth under paragraph 10 above.

11. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the state of Hawaii. Any legal action hereunder shall be filed in the State of Hawaii judicial system only and the Buyer hereby submits itself to the jurisdiction of the courts of the state of Hawaii and the United States District Court for the District of Hawaii.

12. **Representations and Amendments.** Neither the Seller nor the Buyer shall be liable to the other for any representations made concerning the income of the Seller or the restaurant owned by the Seller or regarding the terms of this Agreement, except to the extent that the same are expressed in this writing. This Agreement may be amended only by written instrument executed and acknowledged and executed by both Buyer and Seller.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties named and their respective legal representatives, successors in interest, and permitted assigns.

14. **Definitions.** This Agreement shall be construed in accordance with the following definitions and rules of construction:

A. **Gender and Number.** The use of any gender shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Buyer" and "Seller" refer to either the singular or the plural, as the case may be.

B. **Successors.** The rights and obligations of "Seller", "Buyer", "Landlord" and "Tenant" shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and permitted assigns.

C. **Paragraph Headings.** The underscored word or words appearing at the commencement of paragraphs and subparagraphs of this Agreement are included only as a guide to the consent thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

15. **Risk of Loss.** The risk of loss of complete or partial destruction of or injury to all or any part of the property shall rest upon the Buyer from the date that the Buyer takes

possession of the restaurant, and any loss, damage or destruction of all or part of said property shall not relieve the Buyer of any of the terms, covenants and conditions on the part of Buyer to be observed and performed.

16. **Notice.** Any notice required or permitted by law or this Agreement shall be in writing and shall either be delivered or sent by registered mail to the Buyer or the Seller, as the case may be. Registered mail shall be sent to the address of the other party hereinbefore stated or to any new address of which the sender has in writing been notified by the other party. Where the Buyer or the Seller consist of more than one person, notice to any one person shall be sufficient. If the party to be notified is a corporation, delivery may be made to any officer or director thereof.

17. **Representations and Amendments.** Neither the Seller nor the Buyer shall be liable to the other for any representations made concerning said property or regarding the terms of this Agreement, except to the extent that the same are expressed in this writing. This Agreement may be amended only by written instrument executed and acknowledged by both Buyer and Seller.

18. **No Waiver.** Any forbearance by the Seller, including, but not limited to, the acceptance by the Seller of any payment required hereunder, or a part thereof, on the due date, or subsequent to the due date, shall not be considered as a waiver of the right of the Seller to pursue any remedy hereunder for existing or subsequent defaults or for breach of any other similar or different terms, covenant or condition herein on the part of the Buyer to be observed and performed.

19. **Waiver of Bulk Sales.** Buyer and Seller acknowledge that they have been apprised of the requirements of the "Bulk Sales" law and hereby agree to waive said requirements as to each other. Seller agrees to indemnify and hold harmless Buyer as to any and all liabilities or consequences, which may result to Buyer as a result of this waiver.

20. **Counterparts.** The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same Agreement, binding all of the parties hereto, even if all of the parties have not signed the original or the same counterparts. For all purposes, including, among other things, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

21. **General Provisions.**

A. This is the sole and only agreement between the parties. Any modification of this Asset Purchase Agreement must be in writing and executed by both of the parties hereto.

B. If any part of this Agreement is deemed to be invalid for any reason, this shall not invalidate this entire agreement but shall only invalidate that one provision and the remainder of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day,
month and year first above written.

HGS USA, LLC, a Hawaii limited liability
company

BY: 

Its

"Owner"

FUTURE CORPORATION, a Hawaii corporation

BY: 

Its

"Manager"

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EXHIBIT E

HISTORY OF VIOLATIONS No Date Range Specified

EXHIBIT 11

LICENSE: R0778 IZAKAYA MATSURI
1436 YOUNG ST, SUITE 103

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
WARNING	28303	08/11/2021	281-38				*
(VIOLATION	28006	10/30/2020	3-82-38.8	2021-0035			
VIOLATION	25653	01/18/2017	3-83-62(a)	2017-0168	FINED	05/08/2019	500.00 *
VIOLATION	00990	09/02/2008	3-81-17.54(c)	2008-0255	FINED	12/10/2008	250.00 *

Records printed: 4

Printed: 08/13/2021

3:28PM

* - Denotes fine paid

CA: nm.nm - Denotes amount of fine collected by collection agency

Page: 1

1436 Young St

Honolulu | HI 96814-1816



Continued from

SEP 16 2021 ¹⁰ SEP 23 2021

SUPPLEMENTAL LICENSING INVESTIGATIVE REPORT

DATE: September 16, 2021

SUBJECT: New Liquor License application No. 21-22471 Pint Size Hawaii Manager, LLC dba Pint Size Hawaii, Wholesale General license, located at 99-1287 Waiua Place, Aiea HI. 96701

BACKGROUND:

On **September 14, 2021**, authorized representative Christina Ohira responded to the liquor licensing supplemental report submitted on September 9, 2021.

Ohira's memo to the Commission states that the letter is intended to address the new issues brought up in the Supplemental Report as well as serve as a summary of the issues to date. See **Exhibit A**.

I. BANK ACCOUNTS

A. Comingling of Funds.

Ohira stated that, "The Investigators were concerned that the operating account for PSH was co-mingled with the funds of other businesses – i.e., Pint Size Corporation and Pint Size Inc. – due to certain entries shown on the April bank statement."

She further stated that, "As confirmed by American Savings Bank ("ASB") the operating account **has always been solely in the name of PSH (Pint Size Hawaii, LLC) with authorization to Applicant. There has never been comingling of any funds from another entity with this bank account.**"

LIQ-INV RESPONSE:

In response to Ohira's memo, (I) Bank Accounts, (A) Comingling of Funds: According to the Commission Hearing on August 19, 2021, Interim Chairperson Narsi Ganaban inquired about the bank statement and the payroll paid from the American Savings Bank account, to show that the applicant, Pint Size Hawaii Manager, LLC has in fact four (4) Managers and twenty (20) employees, and that the applicant is meeting the normal course of business in paying said employees.

LIQ-INV RESPONSE CONTINUED:

The applicant's attorney, Christina Ohira identified on the submitted banking records, "Two lines down, there is Pint Size Hawaii payroll. Its \$124,000."

Chairperson Ganaban asked "**and its comingled with everybody with Pint Size Hawaii, correct?"**"

Ohira stated, "Yes, so that \$124 is the direct deposit, and the line below that says OBCLP, that \$26,000 is the tax."

***This confirms that the payroll from the applicant Pint Size Hawaii Manager, LLC, and Pint Size Hawaii, LLC (non-applicant) was in fact comingled and the applicant's payroll records and appeared to be unable segregate the applicant's employee's payroll with that of Pint Size Hawaii, LLC, (non-applicant/another entity) at the time of question.**

B. Audit Concerns.

Ohira stated that, Concerns were also raised about the Commission's ability to audit the operating account because the account is in the name of PSH and not Applicant. As a practical matter, PSH and Applicant will always comply with an audit request because failure to comply would result in the loss of the liquor license. Nonetheless, in order to address this concern, as explained in our letter dated September 3, 2021 (the "September Letter"), the operating account has been converted into a joint account in the name of both PSH and Applicant. We would also like to confirm that in the event of an audit, the information related to liquor sales, cost of sales, and inventory can all be extracted for the investigator's review.

LIQ-INV RESPONSE:

The applicant, Pint Size Hawaii Manager, LLC, has an open and available American Bank Savings account #5670 with an amount of \$10,000 that has not be utilized for any operational costs or business expenses. The applicant has only utilized the American Savings Bank account # 3415 of **Pint Size Hawaii, LLC, another entity**, for all the liquor operational costs and business expenses in lieu of its own bank account.

LIQ-INV RESPONSE (CONTINUED):

The American Savings Bank account (#3415) in the name of Pint Size Hawaii, LLC (not the applicant) operating account has been converted to a joint account. This is now a shared operating account between two separate entities (Pint Size Hawaii Manager, LLC/Applicant) and (Pint Size Hawaii, LLC/Distribution Company), exercising two separate tax identification numbers. As the bank account is a shared operating account, it clearly appears that the applicant does appear to not have exclusive possession or control of the business.

As is stated in the response, "...in the event of an audit, the information related to liquor sales, cost of sales, and inventory can all be extracted for the investigator to review." The information required to conduct an audit will have to be extracted from another entities business records/non-licensed entity (Pint Size Hawaii, LLC), non-liquor sales, cost of non-liquor sales, and non-liquor inventory.

According to the Rules of the Liquor Commission §3-81-17.54. Gross Sales Reports (d) "These books and records, including but not limited to daily sales records and invoices, shall be made available for inspection and/or auditing by the Commission, through its auditors or otherwise, at any time and shall be preserved for a period of four years..." It would appear that such records may not be readily available for inspection.

In addition to Hawaii Revised Statutes, §281-20 General right of inspection. Any investigator may, at all times, without notice and without any search warrant or other legal process, visit and have immediate access to every part of the premises of every licensee for the purpose of making any examination or inspection thereof or inquiry into the books and records therein, to ascertain whether all of the conditions of the license and all provisions of this chapter and chapter 244D are being complied with by the licensee.

Pint Size Hawaii, LLC is not the applicant or licensee, any and all such business records would not be that of the "licensee" and the Commission could not freely inspect the books and records as in turn Pint Size Hawaii, LLC, would not be legally required pursuant to HRS §281-20, to produce or submit to any examination or inspection thereof or inquiry into the books and records therein.

C. Operating Account.

Ohira states that the Report reiterates concerns about the operating account and the flow of funds for the business. She states that the Management Agreement gives Applicant full control over the business and authorizes Applicant to pay for all expenses of the business out of this account (such as, taxes, payroll, insurance, and liquor inventory).

Ohira further states that the usage of the operating account and this practice is consistent with customary business arrangements, such as hotels, golf-courses, vessels, and restaurants. A wholesaler should not be treated any differently than these businesses.

LIQ-INV RESPONSE:

According to Rules of the Liquor Commission §3-83-53.1. (xi) the applicant shall file in support of the application a full, true, and accurate statement of the complete financial condition of the applicant, which shall not be over six months old, or that is less than one year old and certified by the applicant to be substantially correct.

Upon submission of this application, the applicant submitted an executed financial statement, signed by Sandra Hamada (Managing-Member of applicant) dated October 16, 2020, representing to the Commission that the applicant Pint Size Hawaii Manager, LLC, was submitting a full, true, and accurate statement of the complete financial condition of their business. As of September 30, 2020, Pint Size Hawaii Manager, LLC, certified that the assets and liabilities balance was \$16,426.95.

The documents substantiating the financial statement and showing sufficient finances to cover proposed expenditures related to the application and including initial operating expenses for the first six months of operation, submitted by Pint Size Hawaii Manager, LLC, was a American Savings Bank Statement dated September 30, 2020, with a ending balance of \$10,000.00.

Upon Hamada's signature further represented that the submission of the financial statement for Pint Size Hawaii Manager, LLC, (applicant) was certified by the applicant to be substantially correct.

LIQ-INV RESPONSE (CONTINUED):

Through this investigation of this application, the Commission later learned that the Management Agreement between Pint Size Hawaii, LLC (non-applicant) and Pint Size Hawaii Manager, LLC (applicant) gives Applicant full control over the business and authorizes Applicant to pay for all expenses of the business out of this account (Pint Size Hawaii, LLC's account) (such as, taxes, payroll, insurance, and liquor inventory).

A bank statement was submitted to the Commission under Pint Size Hawaii, LLC, (not the applicant) American Savings Bank Statement dated April 30, 2021, with a ending balance of \$3,867,685.45.

The applicant Pint Size Hawaii Manager, LLC, had submitted and certified \$16,426.95, with a bank account of \$10,000.00., and did not certify any bank statement with a ending balance of \$3,867,685.45. which was another bank account of another entity Pint Size Hawaii, LLC (non-applicant).

II. POSSESSION AND CONTROL

Ohira states that the applicant, Pint Size Hawaii Manager, LLC is the proper entity to hold the liquor license because Applicant is the true operator of the business and has exclusive possession and control over the licensed premises. Section 3 of the Management Agreement provides that “. . . **Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership[.]**”

Furthermore, Ohira represents that the applicant is completely managing the business operations: controlling the bank account, purchasing inventory, selling to customers, and hiring, firing, and training employees. Pint Size Hawaii, LLC's role here is not sufficient to meet the standards set forth by Hawaii law and Pint Size Hawaii, LLC has no experience selling liquor.

LIQ-INV RESPONSE:

The Management agreement between Pint Size Hawaii Manager, LLC and Pint Size Hawaii, LLC has been amended and can be further amended or revoked at any time.

LIQ-INV RESPONSE (CONTINUED):

The applicant is operating within the physical premises of another entity, Pint Size Hawaii, LLC. The liquor license operations are conducted from the same physical location as a non-liquor licensed premises. Liquor sales and inventory is stored within the same warehouse as an unlicensed entity and non-liquor products.

The applicant is paid a monthly "Management Fee" (a salary) while all profits are paid to another entity, Pint Size Hawaii, LLC.

The applicant's operating expenses are paid by another entity, through a shared bank account (#3415) in lieu of the American Bank Savings account exclusively controlled by the applicant (#5670), to include the Sales, Inventory, Taxes, Insurance, Equipment, and payroll.

The applicant operates as an agent on behalf, Pint Size Hawaii, LLC and is not the "Owner" of the business, therefore, the applicant's business is only to manage the "owners" business. The management agreement apparently shows that the applicant and does not exclusive possession or control of the business as the holder of the liquor license.

III. STATUTORY COMPLIANCE

A. Tax Clearance.

Ohira states, The statutory requirement is that the **license holder** be able to produce a tax clearance. This requirement is intended to ensure that licensees do not owe the State of Hawaii any General Excise Tax prior to obtaining a license. Applicant will be able obtain a tax clearance. The statute does not require that the "owner" of a business obtain a tax clearance for liquor license purposes. However, if the Commission requests, we will also produce a tax clearance for Pint Size Hawaii, LLC. In cases where the managing entity holds the liquor license, we have not seen this additional requirement imposed.

LIQ-INV RESPONSE:

The applicant, Pint Size Hawaii Manager, LLC did not utilize the American Savings Bank account #5670 in its name, since obtaining a Liquor License and therefore cannot report income, revenue, gains, losses, inventory, payroll, taxes, insurance or any business operational expenses as would be the usual practice.

LIQ-INV RESPONSE-CONTINUED:

Liquor Sales, Liquor Inventory, and Liquor operations were paid from an American Bank Savings account (#3415) of another unlicensed entity, Pint Size Hawaii, LLC.

B. HRS 281-20 /General Right of Inspection.

Ohira states, that the licensed premises are part of the application and intrinsically linked to the liquor license itself. As a licensee, and subject to Hawaii Liquor Laws and the Honolulu Liquor Commission Rules, Applicant would have no ability to prevent any Investigator from entering and exercising his or her authority to inspect the licensed premises. Apart from Applicant, the licensed premises itself is subject to Hawaii Liquor Laws and the Honolulu Liquor Commission Rules, so neither PSH, nor even the fee owner (Queen Emma Land Company) would be able to prevent the Investigators from authorizing their authority over the premises.

LIQ-INV RESPONSE:

For further information please see section B. Audit Concerns, of this report.

C. HRS 281-38 /Compliance with Law.

Ohira states that the Report suggests that Applicant would not be required to comply with Hawaii Liquor Laws and the Honolulu Liquor Commission Rules because Applicant is only allowed to manage pursuant to the Management Agreement. That is not the case. As a licensee, Applicant is bound to comply with Hawaii Liquor Laws and the Honolulu Liquor Commission Rules. As a business entity formed under the laws of the State of Hawaii, and by virtue of doing business in the State of Hawaii, Applicant is bound by all applicable State laws and local ordinances.

LIQ-INV RESPONSE:

The applicant is subject to HRS 281-38 Conditions of Licenses and any other laws applicable to the business of the license. The applicant is a Wholesale Distributor and is therefore subject to certain special restrictions as outlined in Hawaii Revised Statutes, the Laws of the Honolulu Liquor Commission and the Bureau of Alcohol, Tobacco and Firearms of the United States Treasury Department as identified in the following subsections.

For further information please see section D. Federal Alcohol Administration Act – F. Tied House Rules, of this report.

D. Federal Alcohol Administration Act – F. Tied House Rules

Ohira states that the Report suggests there may be a violation of the Federal Alcohol Administration Act. Although the enforcement of federal law is outside the jurisdiction of the Investigators, we will address this concern. Applicant has already received its Federal Basic Permit from the Alcohol and Tobacco Tax and Trade Bureau (“TTB”), and a copy of the permit was submitted with the application materials. As such, TTB has already vetted Applicant and has found it to be in compliance with Federal law and has issued Applicant a Federal Basic Permit.

Ohira further states that Hawaii Revised Statutes §281-42 (3) *Furnishing, giving, renting, lending, or selling to a retail licensee any equipment, fixtures, signs, supplies, money, services or other thing of value, subject to the exceptions contained in Subpart D of the "tied house" regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Treasury Department, 27 Code of Federal Regulations Part 6 (1988) as the same may change from time to time;*

Ohira clearly states, “Neither Applicant nor PSH has furnished, given, rented, lent, or sold to any retail licensee any equipment, fixtures, signs, supplies, money, services, or other thing of value, in violation of the Federal “tied house” regulations. This does, however, touch upon one of the very important business reasons as to why the management arrangement was done in this case and also why this situation is different from your typical wholesaler.”

She added that, “As explained in our September Letter, PSH does not sell liquor and the tied house laws do not apply to PSH. It is customary in the food distribution business to provide customers with equipment, marketing material, services, and other things of value in order to promote various food products. If PSH held a liquor license it could no longer engage in these usual business practices with most of its customers because many of the grocery stores and other food outlets possess retail licenses. By engaging Applicant to operate the Wholesale Dealership, PSH is able to continue its normal operations with respect to its food / non-liquor distribution business.”

D. Federal Alcohol Administration Act – F. Tied House Rules
(CONTINUED)

Ohira states that, “We understand that most wholesale licensees solely or primarily distribute liquor products. As such, they do not have the same concerns as PSH. **The existing statutory framework is not conducive to a wholesale licensee that primarily sells food products and non-alcoholic beverages.** That is why Applicant was engaged to manage the sales and operations of the kombucha drink distribution.”

Ohira adds that, §281-42 (4) *Paying or crediting a retail licensee for any advertising, display or distribution service, whether or not the advertising, display or distribution service received is commensurate with the amount paid by the retail licensee; provided that this paragraph shall not prohibit representatives of manufacturers and wholesalers from creating and maintaining displays and point of purchase sales materials, or from stocking shelves and cold boxes;*

Ohira states that the Applicant has not paid or credited a retail licensee for any advertising, display or distribution service. ***However, this highlights another reason why Applicant was engaged to operate and manage the Wholesale Dealership because it is common in the food distribution business to credit customers for advertising certain products.*** By engaging Applicant to operate the kombucha drink distribution, and separating the kombucha from other sales, **PSH is able to credit customers for advertising certain foods. If PSH were the licensee, then it could no longer engage in this customary practice in order to strictly comply with the letter of the law.**

Ohira adds that §281-42 (6) *Extending credit to the retail licensee for a period of time in excess of thirty days from the date of invoice;*

She further adds that neither Applicant nor PSH has extended credit to a retail licensee for a period of time in excess of thirty days from the date of the invoice. ***However, this again highlights another reason why Applicant was engaged to operate and manage the Wholesale Dealership because in a non-liquor context the extension of credit beyond thirty days is not illegal. By engaging Applicant to operate the kombucha drink distribution, PSH is able to extend credit to its customers. If PSH were the licensee, then it would not, for example, be allowed to extend credit to grocery store clients beyond 30 days because grocery stores also hold retail licenses.***

LIQ-INV RESPONSE:

According to the Commission Hearing on August 19, 2021, Co-Vice Chair Malama Minn inquired as to the compelling reason why Pint Size Hawaii Manager, LLC is applying for a Wholesale Liquor License rather than Pint Size Hawaii, LLC, and why the Manager entity was created to apply for the liquor license.

The applicant's attorney, Christina Ohira, stated at that time that Pint Size Hawaii Manager, LLC applied for the liquor license on behalf of Pint Size Hawaii, LLC and that the Manager manages and operates liquor operations (sic) and it makes the most sense for Pint Size Hawaii Manager, LLC to hold the liquor license on behalf of Pint Size Hawaii, LLC.

Under Hawaii Revised Statutes §281-42 Manufacturers and wholesale dealers, special restrictions. (a) **It shall be unlawful for any person holding a manufacturer's license or a wholesale dealer's license to induce the purchases of a retail licensee by:**

(3) Furnishing, giving, renting, lending, or selling to a retail licensee any equipment, fixtures, signs, supplies, money, services or other thing of value, subject to the exceptions contained in Subpart D of the "tied house" regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Treasury Department, 27 Code of Federal Regulations Part 6 (1988) as the same may change from time to time;

As Ohira states in her memo the following points in response to §281-42(3):

- ***“the very important business reasons as to why the management arrangement was done in this case and also why this situation is different from your typical wholesaler.”***
- ***“As explained in our September Letter, PSH does not sell liquor and the tied house laws do not apply to PSH.”***
- ***“If PSH held a liquor license it could no longer engage in these usual business practices with most of its customers because many of the grocery stores and other food outlets possess retail licenses”***
- ***“By engaging Applicant to operate the Wholesale Dealership, PSH is able to continue its normal operations with respect to its food / non-liquor distribution business.”***

LIQ-INV RESPONSE (CONTINUED):

- ***“We understand that most wholesale licensees solely or primarily distribute liquor products. *As such, they do not have the same concerns as PSH.*”***
- ***“The existing statutory framework is not conducive to a wholesale licensee that primarily sells food products and non-alcoholic beverages.”***

Under Hawaii Revised Statutes §281-42(4) *Paying or crediting a retail licensee for any advertising, display or distribution service, whether or not the advertising, display or distribution service received is commensurate with the amount paid by the retail licensee; provided that this paragraph shall not prohibit representatives of manufacturers and wholesalers from creating and maintaining displays and point of purchase sales materials, or from stocking shelves and cold boxes;*

As Ohira states in her memo the following points in response to §281-42(4):

- ***However, this highlights another reason why Applicant was engaged to operate and manage the Wholesale Dealership because it is common in the food distribution business to credit customers for advertising certain products.***
- ***By engaging Applicant to operate the kombucha drink distribution, and separating the kombucha from other sales, PSH is able to credit customers for advertising certain foods.***
- ***If PSH were the licensee, then it could no longer engage in this customary practice in order to strictly comply with the letter of the law.***

Under Hawaii Revised Statutes 281-42 (6) *Extending credit to the retail licensee for a period of time in excess of thirty days from the date of invoice;*

As Ohira states in her memo the following points in response to §281-42 (6):

- ***However, this again highlights another reason why Applicant was engaged to operate and manage the Wholesale Dealership because in a non-liquor context the extension of credit beyond thirty days is not illegal.***

LIQ-INV RESPONSE (CONTINUED):

- *By engaging Applicant to operate the kombucha drink distribution, PSH is able to extend credit to its customers.*
- *If PSH were the licensee, then it would not, for example, be allowed to extend credit to grocery store clients beyond 30 days because grocery stores also hold retail licenses.*

Based on the applicant responses written by Ohira, it appears that the owner, Pint Size Hawaii, LLC, engaged Pint Size Hawaii Manager, LLC to obtain a Liquor License on behalf of Pint Size Hawaii, LLC to circumvent the Hawaii Revised Statutes, Rules of the Liquor Commission, United States Code of Federal Regulations of the Federal Alcohol Administration Act, and the Alcohol and Tobacco Tax and Trade Bureau.

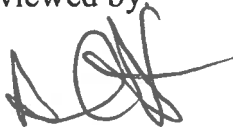
DISPOSITION:

For Commission review.



Matthew Foster,
Licensing Investigator

Reviewed by:



Daniel Sato,
Supervising Investigator

ch

STARN · O'TOOLE · MARCUS & FISHER

A L A W C O R P O R A T I O N

September 14, 2021

VIA ELECTRONIC MAIL

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

2021 SEP 14 AM 9:50

***Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Response to Supplemental Licensing
Investigative Report dated September 9, 2021***

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant"). We also represent Pint Size Hawaii, LLC, a Delaware limited liability company ("PSH").

Thank you for taking the time to comprehensively review our application materials and spending the time to talk through the various concerns during our preliminary hearing on June 24, 2021, and again at the public hearing on August 19, 2021. In response to some of the questions and concerns posed during the hearing, we submitted a further letter to the Honolulu Liquor Commission (the "Commission") on September 3, 2021, addressing a number of concerns and presenting additional information regarding the bank accounts.

On September 9, 2021 (the same date as our continued hearing), we received a further Supplemental Licensing Investigative Report (the "Report"). Our hearing was continued again in order to allow us the opportunity to fully review and respond to the Report. We greatly appreciate your time and attention and allowing us a continuance to present you with this supplemental information.

This letter is intended to address the new issues brought up in the Report as well as serve as a summary of the issues to date. Rather than reiterate our previous responses, reference will be

Doc No 2502293

Pacific Guardian Center, Makai Tower – 733 Bishop Street, Suite 1900 – Honolulu, HI 96813
Telephone: (808) 537-6100 – Fax: (808) 537-5434 – Website: www.starnlaw.com

EXHIBIT A

made to our prior letters to the Commission, each of which are enclosed herewith for your ease of reference.

I. BANK ACCOUNTS.

A. Comingling of Funds.

The Investigators were concerned that the operating account for PSH was co-mingled with the funds of other businesses – i.e., Pint Size Corporation and Pint Size Inc. – due to certain entries shown on the April bank statement. As explained in our June 15, 2021, letter to the Commission (the “June Letter”), these entries were a result of customer’s using the incorrect name on their ACH transmittals. As confirmed by American Savings Bank (“ASB”) the operating account has always been solely in the name of PSH with authorization to Applicant. There has never been comingling of any funds from another entity with this bank account.

B. Audit Concerns.

Concerns were also raised about the Commission’s ability to audit the operating account because the account is in the name of PSH and not Applicant. As a practical matter, PSH and Applicant will always comply with an audit request because failure to comply would result in the loss of the liquor license. Nonetheless, in order to address this concern, as explained in our letter dated September 3, 2021 (the “September Letter”), the operating account has been converted into a joint account in the name of both PSH and Applicant. We would also like to confirm that in the event of an audit, the information related to liquor sales, cost of sales, and inventory can all be extracted for the investigator’s review.

In the Report, a new concern was also raised about being able to segregate employee payroll. Applicant is able to segregate employee payroll from the bank statement and identify individual payroll as requested. This is something that can be done and provided to the Commission upon request.¹

C. Operating Account.

The Report reiterates concerns about the operating account and the flow of funds for the business. As addressed in our June Letter, the Management Agreement gives Applicant full control over the business and authorizes Applicant to pay for all expenses of the business out of this account (such as, taxes, payroll, insurance, and liquor inventory).

There is nothing improper about this arrangement and this practice is consistent with customary business arrangements. If the use of the owner’s operating account is not allowed, then it would lead to the conclusion that any license issues to a manager is improper. That cannot be the case since we know that managers do hold liquor licenses in a number of contexts: hotels, golf

¹ The Report notes that a segregated payroll was requested, and that Applicant was unable to fulfill the request. We have no recollection of this request being made and apologize if there was an oversight here. Applicant can and will provide a segregated payroll upon request.

courses, vessels, and even restaurants. A wholesaler should not be treated any differently than these businesses.

II. POSSESSION AND CONTROL.

Specific issues of possession and control are addressed in our June Letter. The Management Agreement was revised to address various concerns raised by the Investigators. Hawaii Revised Statutes ("HRS") 281-41(h) requires exclusive possession and control of the business. Applicant has both.

Applicant is the proper entity to hold the liquor license because Applicant is the true operator of the business and has exclusive possession and control over the licensed premises. Section 3 of the Management Agreement provides that "... **Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership[.]**"

Here, Applicant is completely managing the business operations: controlling the bank account, purchasing inventory, selling to customers, and hiring, firing, and training employees. PSH's role here is not sufficient to meet the standards set forth by Hawaii law and PSH has no experience selling liquor.

The Investigative Report implies that the license should be held by PSH, but that would be a violation of HRS 281-41(h) given that the Management Agreement gives exclusive possession and control of the premises to Applicant. Moreover, the Management Agreement gives ultimate responsibility for the business operations – *i.e.*, the operation of the kombucha drink distribution – to Applicant.

III. STATUTORY COMPLIANCE.

The Report suggests that Applicant is not in compliance with a number of statutory provisions. We will address each one in turn below.

A. HRS 281-45(3) // Tax Clearance:

The Report suggests that the application is not in compliance with the tax clearance requirement. The statutory requirement is that the license holder be able to produce a tax clearance. This requirement is intended to ensure that licensees do not owe the State of Hawaii any General Excise Tax prior to obtaining a license. Applicant will be able to obtain a tax clearance. The statute does not require that the "owner" of a business obtain a tax clearance for liquor license purposes. However, if the Commission requests, we will also produce a tax clearance for PSH. In cases where the managing entity holds the liquor license, we have not seen this additional requirement imposed. But we are nonetheless happy to have such a condition imposed upon this application in order to address any concerns.

B. HRS 281-20 // General Right of Inspection.

The Report suggests that there may be issues with the Investigators' right to inspect the licensed premises. The licensed premises are part of the application and intrinsically linked to the liquor license itself. As a licensee, and subject to Hawaii Liquor Laws and the Honolulu Liquor Commission Rules, Applicant would have no ability to prevent any Investigator from entering and exercising his or her authority to inspect the licensed premises. Apart from Applicant, the licensed premises itself is subject to Hawaii Liquor Laws and the Honolulu Liquor Commission Rules, so neither PSH, nor even the fee owner (Queen Emma Land Company) would be able to prevent the Investors from authorizing their authority over the premises.

C. HRS 281-38 // Compliance with Law.

The Report suggests that Applicant would not be required to comply with Hawaii Liquor Laws and the Honolulu Liquor Commission Rules because Applicant is only allowed to manage pursuant to the Management Agreement. That is not the case. As a licensee, Applicant is bound to comply with Hawaii Liquor Laws and the Honolulu Liquor Commission Rules. As a business entity formed under the laws of the State of Hawaii, and by virtue of doing business in the State of Hawaii, Applicant is bound by all applicable State laws and local ordinances. Additionally, the Management Agreement requires that Applicant **"be responsible for the Wholesale Dealership, including all matters of operation and management to the extent necessary to ensure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not limited to all liquor laws and regulations applicable to the liquor license of the Wholesale Dealership."**

D. Federal Alcohol Administration Act

The Report suggests there may be a violation of the Federal Alcohol Administration Act. Although the enforcement of federal law is outside the jurisdiction of the Investigators, we will address this concern. Applicant has already received its Federal Basic Permit from the Alcohol and Tobacco Tax and Trade Bureau ("TTB"), and a copy of the permit was submitted with the application materials. As such, TTB has already vetted Applicant and has found it to be in compliance with Federal law and has issued Applicant a Federal Basic Permit.

E. HRS 281-3 // Illegal Importation of Liquor

The Report suggests there may be a violation of Hawaii's liquor import laws. Here, Applicant is the entity operating the Wholesale Dealership. All of the kombucha purchases are invoiced to Applicant, payment processed by Applicant, and shipped to Applicant. At no point is an unlicensed entity engaging in these transactions.

F. HRS 281-24 // Tied House Laws

The Report suggests there may be a violation of certain provisions of Hawaii's version of the federal "tied house" laws. These are serious allegations, and we will address each in turn:

(1) Acquiring or holding any interest in any license of a retail licensee:

Neither Applicant nor PSH has acquired or held, or will acquire or hold, any interest in any license of a retail licensee.

(2) Acquiring any interest in the real or personal property owned, occupied, or used by a retail licensee in the conduct of its business, unless the holding of such interest is permitted under the regulations of the liquor commission or statement thereof has been filed with the commission and has not been disapproved by it:

Neither Applicant nor PSH has acquired any interest in the real or personal property owned, occupied, or used by a retail licensee in the conduct of its business. Neither Applicant nor PSH will acquire any interest in the real or personal property owned, occupied, or used by a retail licensee in the conduct of its business unless permitted by law.

(3) Furnishing, giving, renting, lending, or selling to a retail licensee any equipment, fixtures, signs, supplies, money, services or other thing of value, subject to the exceptions contained in Subpart D of the "tied house" regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Treasury Department, 27 Code of Federal Regulations Part 6 (1988) as the same may change from time to time:

Neither Applicant nor PSH has furnished, given, rented, lent, or sold to any retail licensee any equipment, fixtures, signs, supplies, money, services, or other thing of value, in violation of the Federal "tied house" regulations. This does, however, touch upon one of the very important business reasons as to why the management arrangement was done in this case and also why this situation is different from your typical wholesaler.

As explained in our September Letter, PSH does not sell liquor and the tied house laws do not apply to PSH. It is customary in the food distribution business to provide customers with equipment, marketing material, services, and other things of value in order to promote various food products. If PSH held a liquor license it could no longer engage in these usual business practices with most of its customers because many of the grocery stores and other food outlets possess retail licenses. By engaging Applicant to operate the Wholesale Dealership, PSH is able to continue its normal operations with respect to its food / non-liquor distribution business.

We understand that most wholesale licensees solely or primarily distribute liquor products. As such, they do not have the same concerns as PSH. The existing statutory framework is not conducive to a wholesale licensee that primarily sells food products and non-alcoholic beverages. That is why Applicant was engaged to manage the sales and operations of the kombucha drink distribution.

(4) Paying or crediting a retail licensee for any advertising, display or distribution service, whether or not the advertising, display or distribution service received is

commensurate with the amount paid by the retail licensee; provided that this paragraph shall not prohibit representatives of manufacturers and wholesalers from creating and maintaining displays and point of purchase sales materials, or from stocking shelves and cold boxes;

Applicant has not paid or credited a retail licensee for any advertising, display or distribution service. However, this highlights another reason why Applicant was engaged to operate and manage the Wholesale Dealership because it is common in the food distribution business to credit customers for advertising certain products. By engaging Applicant to operate the kombucha drink distribution, and separating the kombucha from other sales, PSH is able to credit customers for advertising certain foods. If PSH were the licensee, then it could no longer engage in this customary practice in order to strictly comply with the letter of the law.

(5) Guaranteeing any loan or the repayment of any financial obligation of a retail licensee;

Neither Applicant nor PSH has, or will, guaranty any loan or the repayment of any financial obligation of a retail licensee.

(6) Extending credit to the retail licensee for a period of time in excess of thirty days from the date of invoice;

Neither Applicant nor PSH has extended credit to a retail licensee for a period of time in excess of thirty days from the date of the invoice. However, this again highlights another reason why Applicant was engaged to operate and manage the Wholesale Dealership because in a non-liquor context the extension of credit beyond thirty days is not illegal. By engaging Applicant to operate the kombucha drink distribution, PSH is able to extend credit to its customers. If PSH were the licensee, then it would not, for example, be allowed to extend credit to grocery store clients beyond 30 days because grocery stores also hold retail licenses.

(7) Requiring a retail licensee to take and dispose of any quota of liquor; or

Neither Applicant nor PSH has, or will, require a retail licensee to take and dispose of any quota of liquor.

(8) Requiring a retail licensee to purchase one product in order to purchase another product.

Neither Applicant nor PSH has, or will, require a retail licensee to purchase one product in order to purchase another product.

G. False Statements Made to the Commission

In the concluding remarks of the Report, it is mentioned that Applicant submitted false statements to the Commission. We respectfully, but vehemently, object to this statement. This

firm would not knowingly submit anything false to the Investigators or the Commission. Doing so would be a violation of the Rules of Professional Conduct (which bind every attorney practicing in the State of Hawaii) and a violation of this firm's integrity and law practice.

We understand that the bank statement was difficult to interpret, but nothing in the bank statement was false. The bank statement was printed directly from the ASB website, and Applicant has no control over the format of the document. The specific issues with the bank statement were addressed in our July 2, 2021, Letter (the "July Letter") and the September Letter.

Applicant has not hidden the management arrangement – this was disclosed up front in the application materials. Since the application was submitted back in October of 2020, Applicant has been in contact with and worked with the Investigators to process the application. All documents and information requested by the Investigators has been produced. Everything produced to the Investigators and to the Commission to this firm's knowledge has been accurate.

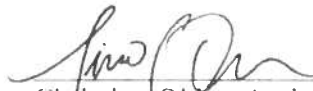
IV. CONCLUDING REMARKS.

As discussed in our June and September Letters, there are legitimate reasons here as to why this management arrangement was put in place between PSH and Applicant. The Management Agreement gives the requisite possession and control to Applicant. The statutory requirements here are met.

The kombucha distribution is important to PSH and the management arrangement ensures that the liquor laws and rules are being complied with on a daily basis. We hope the Commission will allow Applicant to continue to operate this business on behalf of PSH at the Waiua warehouse location.

We hope that this supplemental written response has addressed the concerns raised during the hearing. Please feel free to contact me at (808) 447-5336 or cohiraz@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,



Christina Ohira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosures.

cc: Daniel Sato dsato@honolulu.gov
Matt Foster mfoster@honolulu.gov

JUNE LETTER

STARN · O'TOOLE · MARCUS & FISHER

A L A W C O R P O R A T I O N

June 15, 2020

VIA ELECTRONIC MAIL

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

***Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Supplemental Information***

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant" or "Manager"). In reviewing the Licensing Investigative Report dated June 4, 2021¹ (the "Report"), we thought it would be helpful to provide written responses to certain of the statements and assertions posed therein in anticipation of our preliminary hearing date on June 17, 2021.

I. BACKGROUND

Applicant submitted its application for a new liquor license in October of 2020. Since that time, we have been working with Investigator Foster and Supervising Investigator Sato to process this application. We thought we were going to be set for preliminary hearing on February 18, but then never received a notice of hearing. When we followed up, we were told that the Report was still under review but that we would be set for preliminary hearing shortly.

Then we started receiving numerous requests for financial information and other information over the course of several months related to Applicant's Ualena Street location (License No. C0120). We responded to each request fully and had a number of phone calls with the investigators even though it was not clear to us why the investigators were asking about the Ualena Street location when processing our new application for a different location.

¹ We received the report via e-mail from Supervising Investigator Daniel Sato on June 10, 2021.

Several months later we received the Report which states that Applicant "has not complied with the minimum requirements of filing this application" and also alleges a violation under License No. C0120.² This letter will address concerns raised in the Report related to the new application as well as the alleged violations under License No. C0120.

II. APPLICANT HAS COMPLIED WITH THE MINIMUM REQUIREMENTS FOR FILING THE APPLICATION AND MEETS STATUTORY REQUIREMENTS.

Pint Size Hawaii, LLC, a Delaware limited liability company ("Owner") is the leading frozen and chill distributor in Hawaii. In early 2019, Owner acquired the business assets of Kahuna Distribution LLC, a Hawaii limited liability company (later known as KDX, LLC) ("KDX"). Later that same year, Owner engaged Applicant to manage its liquor operations and Applicant obtained a transfer of the liquor license from KDX. Since that time, Applicant has been managing the Ualena Street operations on behalf of Owner. Applicant has never received a serious violation from the Commission.³

The Report identifies a number of concerns related to various aspects of the operations and the manger-owner relationship, all of which will be addressed below.

A. Applicant is permitted to use the trade name "Pint Size Hawaii."

The Report states that the "trade name is NOT assigned" to Applicant and that it was assigned to "The Pint Size Corporation." This statement is not correct.

The trade name "Pint Size Hawaii" was registered by The Pint Size Corporation. In 2016, there was a merger of The Pint Size Corporation and Owner, and Owner was the surviving entity. Attached here to as **Exhibit 1** is a copy of the certificate of merger. As it stands today, the trade name "Pint Size Hawaii" is owned by Owner and its use has been licensed to the Applicant pursuant to the Management Agreement. Paragraph 18 of the Management Agreement provides as follows:

Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name "Pint Size Hawaii" (the "Trade Name") in connection with the services provided hereunder by Manager.

It is customary to license the use of a trade name and this license is sufficient to allow Applicant to do business as Pint Size Hawaii.

² It is not clear to us that the Report for the new license is the proper venue to assert a violation under License No. C0120, but we will respond to these allegations in turn.

³ Applicant received one violation when the license was first transferred to the entity due to the timing of closing and the issuance of the license.

B. The form of the Management Agreement is customary and consistent with statutory requirements.

The Report references the Management Agreement dated October 22, 2020. However, this is not the current form of Management Agreement. Based on correspondence with Investigator Foster, the Management Agreement was amended and restated. Attached hereto as **Exhibit 2** is a copy of the redline of the amended and restated agreement sent to Investigator Foster as well as some of the email correspondence related to the Management Agreement and application generally.⁴ Also attached as **Exhibit 3** is a clean version for review.

Excerpted below are some of the salient provisions of the Management Agreement (emphasis added):

- Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. *Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership.*
- Manager shall control and manage all employees. Pint Size will be the named employer of the employees.⁵ Notwithstanding the foregoing, *Manager will be responsible for the hiring, firing, training, and overall responsibility for the employees.*
- *Manager is authorized to draw from the operating account of Pint Size in order to perform its duties hereunder.* This includes, without limitation, payment of payroll, taxes, inventory purchases, and renewal fees and fees on gross liquor sales.

⁴ After sending the revised Management Agreement to Investigator Foster we did not hear back from him and assumed that he had no further questions or concerns regarding the Management Agreement.

⁵ It is customary and common practice for the owner to be the "named employer" even though manager is in control of hiring, firing and training of employees.

These provisions demonstrate the *exclusive possession and control* of the business operations in Manager. As is customary in management agreements, Applicant receives a management fee for its services and the profits / losses of the business are attributed to the owner.

- C. Consistent with the Management Agreement and normal business practices, Owner's operating account is used to operate the business, subject to the Manager's control.

The Report implies that Manager does not have exclusive possession and control of the business because Owner's business account is used to pay for employees, insurance, inventory, etc. This actually demonstrates quite the opposite – *Manager in fact has exclusive possession and control over the business, even to the point of having control over Owner's bank account.*

Consistent with normal business practice for any manager-owner type of arrangement, the manager manages the day-to-day operations, and the owner is in a passive role. As is customary, the Owner's name is on the bank account, but Manager is the one who is actually handling the payments, receipts, accounting, etc. As the manager of the business, Applicant is responsible for making sure the employees are paid, insurance is in place, taxes are properly accounted for and paid to the respective taxing authorities, etc. The Owner is doing none of this.

- D. No co-mingling of funds with other entities is occurring.

The Report states that the business operating account is being intermingled with various other entities. This is not the case and would not be sound business practice. The business operating account is only used for the business operations of Owner. The bank statement is clear that the only name on the account is "Pint Size Hawaii LLC." Applicant, as the business manager, has access and control over the account pursuant to the Management Agreement, but even the manager's own funds are held in a separate account (as was noted in the Report).

As mentioned previously, The Pint Size Corporation was merged into Owner in 2016. Some customers still make payments using the name "Pint Size Corporation." Similarly, some customers, despite numerous reminders, think the Owner's name is "Pint Size Hawaii, Inc." and continue to make payments under that name. So long as the account number is correct, and the name is similar, the bank will generally process these payments, especially the ACH and EDI payments. We will continue to remind customers to attach the correct name to their payments, but we hope the Commission will be understanding in this regard.

- E. As is the usual practice, Owner is the ground lessee and Manager is the manager of the business operations.

The Report implies that because the Owner is the ground lessee, Manager does not have sufficient control over the operations. This statement is contradicted by the Management Agreement which gives complete possession and control over the business operations to Applicant.

Moreover, this is contracted by normal business practices. There are numerous hotels, restaurants and other businesses where one entity is the fee owner / lessee of the premises, but the licensee has possession and control via a management agreement.

F. Applicant is the proper entity to hold the license pursuant to Hawaii's liquor laws.

Applicant is the proper entity to hold the license pursuant to Hawaii Revised Statutes ("HRS") Chapter 281 because Applicant is the true operator of the business and has exclusive possession and control over the licensed premises. In Section 3 of the Management provides that ". . . Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership[.]"

Section 281-3 provides:

It shall be unlawful for any person not having a valid license to manufacture or sell any liquor except as otherwise provided in this chapter: . . . A license shall constitute authority for the licensee to sell only the liquor thereby authorized to be sold by the licensee.

Section 281-41(h) further provides:

If any licensee without prior approval transfers to any other person the licensee's business for which the licensee's license was issued, either openly or under any undisclosed arrangement, whereby any person, other than the licensee, comes into exclusive possession or control of the business or takes in any partner or associate who would be unfit or improper to hold a license pursuant to section 281-45, the commission may in its discretion suspend or cancel the license. (Emphasis added.)

Here, Applicant is completely managing the business operations: controlling the bank account, purchasing inventory, selling to customers, and hiring, firing, and training employees. Owner's role here is not sufficient to meet the standards set forth by Hawaii law. While Owner may be the ground lessee and the named employer on paper, the business itself is being controlled by the Applicant.

The Investigative Report implies that the license should be held by Owner, but that would appear to be a violation of HRS 281-41(h) given that the Management Agreement gives exclusive possession and control of the premises to the Applicant. Moreover, the Management Agreement gives ultimate responsibility for the business operations – *i.e.*, the operation of the Wholesale Dealership – to the Applicant.

III. THERE HAS BEEN NO VIOLATION UNDER LICENSE NO. C0120.

The Report goes on to cite potential violations of Applicant under License No. C0120. Upon review, each of these issues are customary business practices under a management

agreement and **do not** constitute violations. We would like to address each of these in turn for the Commission.

- A. *"All business and liquor transactions currently occur under an unlicensed person and or entity."*

Response: This is not true. The liquor purchases and sales are made by Manager pursuant to License No. C0120 and the management agreement between Owner and Manager. The Management Agreement between the Owner and Applicant for the Ualena Street location was part of the application for the transfer of License No. C0120 and was approved by the Commission.

- B. *"Applicant is purported to [be] the licensee entity, however all business transactions from profit and loss is to a non-licensed Pint Size Hawaii, LLC. The applicant cannot operate without the management agreement, therefore does not have exclusive possession and control of the current wholesale liquor license."*

Response: As noted above, it is customary for the accounts to be in the name of Owner and for Manager to be able to draw upon the accounts. Manager is operating the business on Owner's behalf and is compensated separately. All income from the business belongs to Owner. Benefitting from the income does not make the Owner the operator of the business – rather the opposite, the Owner is simply collecting passive income.

Many businesses cannot operate without a manager entity. For example, hotels have managers and management agreements. These managers often hold the liquor license for the hotel – not the owner. Applicant's status as a manager cannot be a reason to issue a violation; and especially when the license was granted based on the Commission's knowledge that the Applicant would be the manager of the business.

- C. *"The Trade name is NOT assigned to the Applicant, nor the Owner, however was assigned to The Pint Size Corporation."*

Response: As explained above in Section II.A, the trade name "Pint Size Hawaii" is owned by Owner and its use has been licensed to the Applicant pursuant to the Management Agreement.


III. CLOSING REMARKS

Applicant has run a successful and legal operation at its Ualena Street location. Applicant now seeks another liquor license for its primary location at Waiua Place. The long-term business plan is to ultimately consolidate everything into a single location at Waiua Place.

Applicant has demonstrated that it is capable of running a Wholesale Dealership and we hope the Commission will grant this application so that it may continue to grow its business operations.

We hope that this supplemental written response has addressed the concerns raised in the Report. Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,


Christina Olira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosures.

cc: Daniel Sato
dsato@honolulu.gov

Matt Foster
mfoster@honolulu.gov

EXHIBIT A

EXHIBIT 1
CERTIFICATE OF MERGER

FILED 07/05/2016 10:38 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

Delaware

The First State


Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

37817 F1 "THE PINT SIZE CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "PINT SIZE HAWAII, LLC" UNDER THE NAME OF
152731 C6 "PINT SIZE HAWAII, LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE,
A.D. 2016, AT 8:09 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

6025401 8100M
SR# 20164718322

Authentication: 202585136
Date: 06-30-2016

EXHIBIT A

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:09 AM 06/30/2016
FILED 08:09 AM 06/30/2016
SR 20164718322 - File Number 6025401

07/06/2016 2:55:10 PM

CERTIFICATE OF MERGER

OF

THE PINT SIZE CORPORATION
(a Delaware corporation)
(the "*Corporation*")

INTO

PINT SIZE HAWAII, LLC
(a Delaware limited liability company)
(the "*Limited Liability Company*")

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned Limited Liability Company executed the following Certificate of Merger:

First: The name of the surviving limited liability company is Pint Size Hawaii, LLC, a Delaware limited liability company, and the name of the corporation being merged into this surviving limited liability company is The Pint Size Corporation, a Delaware corporation.

Second: The Agreement and Plan of Merger dated as of June 30, 2016, by and among Pint Size Holding Corporation, a Delaware Corporation, the Corporation, and the Limited Liability Company (the "*Merger Agreement*") has been approved, adopted, certified, executed and acknowledged by the surviving Limited Liability Company and the merging Corporation.

Third: The name of the limited liability company surviving the merger is Pint Size Hawaii, LLC.

Fourth: The Merger Agreement is on file at 99-1287 Waiua Place, Aiea, Oahu, Hawaii 96701, the place of business of the surviving limited liability company.

Fifth: A copy of the Merger Agreement will be furnished by the surviving Limited Liability Company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

IN WITNESS WHEREOF, said Limited Liability Company has caused this Certificate of Merger to be executed by the undersigned authorized person this 30th day of June 2016.

Pint Size Hawaii, LLC a Delaware limited liability company

By: /s/ Richard McNally
Richard McNally, Secretary

EXHIBIT A

07/06/2016 12:56:12

07/06/2016 12:56:12

EXHIBIT 2

REDLINE MANAGEMENT AGREEMENT AND EMAILS

AMENDED AND RESTATED

MANAGEMENT AGREEMENT AND TRADE NAME LICENSE AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____ 2020-2021 (the "Effective Date"), by and between Pint Size Hawaii, LLC, a Delaware limited liability company ("Pint Size") and Pint Size Hawaii Manager, LLC, a Hawaii limited liability company ("Manager");

WHEREAS, Pint Size is the "Tenant" and Queen Emma Land Company is the "Landlord" under that certain Halwa Business Park Lease dated November 9, 1989 for that certain property located at 99-1287 Waiua Place, Aiea, Hawaii 96701, bearing TMK No.: (1) 9-9-007-008 ("Property");

WHEREAS, Pint Size desires to engage the services of Manager to operate a wholesale dealership for the import and sale of alcoholic beverages on the Property and Manager has agreed to operate the wholesale dealership for Pint Size upon and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties previously entered into that certain Management Agreement and Trade Name License Agreement dated October 22, 2020 and now desire to enter into this Agreement to further clarify and hereto desire to set forth in writing their understandings and agreements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Pint Size hereby engages Manager to render the services herein stated relating to the management of a wholesale dealership for the import and sale of alcoholic beverages on the Property ("Wholesale Dealership") and Manager accepts such engagement and shall discharge such duties in accordance with the terms of this Agreement.
2. Term. The term of this Agreement shall commence on the Effective Date and ending on the date which is five (5) years from the date thereof; provided, however, that this Agreement may be terminated by either party on thirty (30) days written notice (the "Operating Term").
3. Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not

limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership. This includes, without limitation, the following services:

a. Liquor License and Reporting. Manager shall obtain, hold and maintain in good standing all required liquor license for the Property. Manager shall timely complete and file all required renewals, gross liquor sales reports, and other filings as necessary under its own name (as the holder of the liquor license), provided, however that Manager may use the operating account funds to pay all fees on gross liquor sales and any other fees and costs associated with maintaining the liquor licenses.

b. Employees. Manager shall control and manage all employees. Put Size will be the direct employer of the employees. Notwithstanding the foregoing, Manager will be responsible for the hiring, firing, training, and overall responsibility for the employees.

c. Operating Account. Manager is authorized to draw from the operating account of Put Size in order to perform its duties hereunder. This includes, without limitation, payment of payroll, taxes, inventory purchases, and renewal fees and costs on gross liquor sales.

d. Tax Returns. Manager shall timely complete and file the general excise tax returns on behalf of Put Size.

4. Management Fee. The Management Fee for services rendered under this Agreement shall be as mutually agreed upon between the parties.

5. Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Manager/Put Size. As noted above, Manager is authorized to make payments related to the services to be provided by Manager from the Put Size operating account.

6. Insurance. Insurance for the Wholesale Dealership shall be provided as mutually agreed upon between the parties.

7. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communication (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified air mail, postage prepaid, return receipt requested, addressed to the party to be so notified. Any Notice shall be deemed delivered upon the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Notices may also be delivered by (i) hand, (ii) special courier, or (iii) facsimile or other electronic written communication, provided that in any such case receipt of such notice is acknowledged by the addressee through appropriate return written communication.

8. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation

between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

9. Applicable Law and Binding Effect. This Agreement shall be construed and governed under and by the laws of the State of Hawaii, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Venue for any proceeding shall be in Maui, Hawaii.

10. Remedies. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief that may be available

11. Severability. If any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, it shall be severed from this Agreement and the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

12. Section Headings. The section headings used throughout this Agreement are for reference and convenience only, and in no way define, limit or describe the scope or intent of this Agreement or affect its provision.

13. Force Majeure. If by reason of war, riots, civil commotion, labor disputes, strikes, lockouts, inability to obtain labor or materials, fire or other acts or elements, accidents, government restrictions or appropriation or other causes, whether like or unlike the foregoing, beyond the control of a party hereto, such party is unable to perform in whole or in part its obligations under this Agreement, then in such event such party shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform, so caused, shall not make such party liable to the other.

14. Governmental Regulations. Manager shall, at its sole cost and expense, comply with all of laws, rules, regulations and requirements of all county, state and federal authorities now in force, or which may hereafter be in force, with respect to the management and operation of the Wholesale Dealership.

15. Restriction on Assignments and Transfers. Manager shall not assign or transfer this Agreement, or any interest herein and any such assignment, transfer, or attempt to do so shall be void, and shall, at the option of Pint Size, terminate this Agreement.

16. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Pint Size, its successors or assigns, on the one part, and Manager and its successors and assigns, on the other part.

17. Transfer of Licenses and Permits Upon Termination. Prior to the termination of this Agreement, Manager shall cooperate with Pint Size to effect the transfer any and all permits and licenses needed in connection with the operation and management of the Wholesale Dealership to Pint Size or Pint Size's designee. This includes, without limitation, any liquor license or federal basic permit held by Manager. Notwithstanding anything to the contrary, the parties understand that any transfer of the liquor license needs to be approved by the Honolulu Liquor Commission and any transfer of the federal basic permit needs to be approved by the U.S. Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau. During the term of this Agreement and prior to any transfer of the liquor license, Manager shall remain and be responsible at all times for compliance with and resolving any violations related to the liquor license.

18. Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name "Pint Size Hawaii" (the "Trade Name") in connection with the services provided hereunder by Manager. Manager shall not be entitled to use the Trade Name for any other purpose. Manager understands and agrees that Pint Size reserves the right to use the Trade Name in other operations run by Pint Size or its affiliates. Pint Size shall at all times retain exclusive title to and ownership of the Trade Name and Manager shall not take any action inconsistent with such title and ownership. Manager shall not have the right to assign the right to use the Trade Name to any other party without Pint Size's prior written consent, which may be withheld in Pint Size's sole and absolute discretion.

19. Execution of Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Facsimile ("fax") or electronic copies of this Agreement shall be fully binding and effective for all purposes. Fax or electronic signatures will be treated the same as original signatures for purposes of binding the party or parties so signing.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pint Size:

PINT SIZE HAWAII, LLC, a Delaware limited liability company

By: _____
BRIAN CHRISTENSEN, its Manager

PINT SIZE HAWAII MANAGER, LLC, a Hawaii limited liability company

By: _____
SANDRA HAMADA, its Manager

Christina Ohira

From: Christina Ohira <cohira@starnlaw.com>
Sent: Thursday, April 8, 2021 3:18 PM
To: Foster, Matthew; Sato, Daniel T
Subject: RE: Pint Size Hawaii
Attachments: Pint Size Hawaii - Management Agreement (Waiua).DOC

Matt,

Thank you for sending these questions. I have set forth our responses below. I'm also attaching a redline of the Management Agreement. Based on your questions, we have created a draft amended and restated agreement to clarify the authorizations given to Manager and responsibilities of the Manager. We're happy to keep the agreement in draft form until approval by the Commission at which point the parties will sign and execute. This way we can address any other comments or concerns going forward.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfooster@honolulu.gov>
Sent: Tuesday, April 6, 2021 10:37 AM
To: Christina Ohira <cohira@starnlaw.com>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

Thank you for the clarification.

Pint Size Hawaii Manager, LLC is the licensee, not Pint Size Hawaii, LLC.:

1. The Management agreement between Pint Size Hawaii Manager, LLC and Pint Size Hawaii, LLC states under section 3: "Services of Manager.Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of

the Wholesale Dealership, including all matters of operation and management...."[Christina Ohira] We have revised this provision to clarify Manger's responsibilities and authority to use the Pint Size Hawaii operating account for various payments.

- a. The employees are employed by whom?[Christina Ohira] The named employer is Pint Size Hawaii. Manger has complete control over the employees. This is similar to the way in which hotel operations run where the "owner" is the named employer, but the "manager" has complete control over the employees.
 - b. The payroll is paid by whom?[Christina Ohira] Payment is processed by Manager through the Pint Size Hawaii operating account. Again, similar to a hotel operation where the manager uses the owner's operating accounts to pay operating expenses of the hotel.
 - c. The liquor purchases are made by whom?[Christina Ohira] Purchases are made by Manager and payment is via the Pint Size Hawaii operating account.
 - d. The sales taxes are reported under and paid by whom?[Christina Ohira] The State of Hawaii has no "sales tax." Assuming you are referring here to the general excise tax ("GET"). GET is reported under Pint Size Hawaii and taxes are paid via the Pint Size Hawaii operating account. Manager is responsible for preparing and filing the GET returns on behalf of Pint Size Hawaii.
 - e. The Annual Gross Liquor Sales are reported under and paid by whom?[Christina Ohira] The gross liquor sales are reported under Manager (as the license holder) and fees are paid via the Pint Size Hawaii operating account.
2. The Management agreement between Pint Size Hawaii Manager, LLC and Pint Size Hawaii, LLC states under section 5: "Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Manager." [Christina Ohira] Thank you for catching this typo. It should read "to be provided by Pint Size." The correction has been made and clarifying language added.
- a. If there is no revenue, how are operating expenses paid? Out of where is this getting paid?
[Christina Ohira] We have added language to make it clear that Manager is authorized to use the Pint Size operating account in connection with the services provided under the Agreement.

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfoster@honolulu.gov
Office Direct: 808-768-7349
Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Tuesday, April 6, 2021 9:46 AM
To: Foster, Matthew; Sato, Daniel T
Subject: RE: Pint Size Hawaii

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Matt.

Since Pint Size Hawaii Manager ("Manager") is running the liquor operations for Pint Size Hawaii, the Manager is authorized to make payments from Pint Size Hawaii's accounts directly. This arrangement is similar to hotel or other businesses where a manager is operating the liquor service.

Hope that helps clear things up. What sort of documentation are you looking for here? Did want to see Pint Size Hawaii's bank statements?

Thank you.
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
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Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Tuesday, April 6, 2021 9:41 AM
To: Christina Ohira <cohira@starnlaw.com>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I was just about to message you. I wanted to thank you for the response concerning the bank account. I'm inquiring because I'm hoping you can help clarify some things:

The financial documents provided in the transfer application for Pint Size Manager, LLC (Transfer application No. #19-15731) on **January 31, 2019** lists the Ending Balance as \$10,000.

The financial documents provided in the transfer application for Pint Size Manager, LLC (New application No. #21-22471) on **September 30, 2020** lists the Ending Balance as \$10,000. According to the American Savings Bank Statement of Account, there has been no additions or subtractions from the account for the duration (20 months) that Pint Size Manager, LLC has been a licensee.

As you've confirmed that Pint Size Manager, LLC has only one bank account, my confusion is where are the liquor purchases, liquor sales, employee payroll, taxes, insurance, rent payments, and all other accounts payable originating from? Can you provide the documentation for which account these accounts transactions are occurring from?

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfoster@honolulu.gov
Office Direct: 808-768-7349
Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Tuesday, April 6, 2021 9:02 AM
To: Foster, Matthew; Sato, Daniel T
Subject: RE: Pint Size Hawaii

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Matt/Daniel.

Any chance of getting a hearing date soon? I know you guys are slammed, but the client is getting a little anxious since we submitted the application on October 28, 2020. Thank you for understanding.

Thank you.
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Christina Ohira
Sent: Thursday, March 25, 2021 8:50 AM
To: Foster, Matthew <mfoster@honolulu.gov>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Matt,

Just confirmed with the client. Pint Size Hawaii Manager has a single bank account in its name.

Thank you.
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
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Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Thursday, March 18, 2021 12:19 PM
To: Christina Ohira <cohira@starnlaw.com>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I'm in the process of finalizing everything and I came across something that I hope you can help me clear up. Does Pint Size Hawaii Manager, LLC utilize more than one bank account?

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfoster@honolulu.gov
Office Direct: 808-768-7349
Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Wednesday, March 10, 2021 5:42 PM
To: Sato, Daniel T
Cc: Foster, Matthew
Subject: RE: Pint Size Hawaii

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Daniel,

Thank you for the update.

Thank you,
Tina

Christina Ohira
Attorney at Law

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Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
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Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Sato, Daniel T <dsato@honolulu.gov>
Sent: Wednesday, March 10, 2021 5:04 PM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,
Just to let you know we are still actively reviewing the agreements. I will let you know soon.
Daniel

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Friday, March 5, 2021 4:50 PM
To: Sato, Daniel T <dsato@honolulu.gov>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

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Daniel,

Please see my responses below.

Thank you.

Tina

Christina Ohira
Attorney at Law

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Pacific Guardian Center, Makai Tower
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Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Sato, Daniel T <dsato@honolulu.gov>
Sent: Friday, March 5, 2021 4:10 PM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

If Pint Size Hawaii Manager, LLC was in the process of winding down, the remaining assets shall be distributed to the sole member Pint Size Hawaii, LLC, is that correct? **[Christina Ohira]** Essentially, yes: Per Article 10 of the Operating Agreement: "Upon the occurrence of a dissolution event set forth in Article Eleven of this Agreement, after determining that all known debts and liabilities of the Company have been paid or adequately provided for in the process of winding down, the remaining assets shall be distributed to the Members."

If Pint Size Hawaii Manager, LLC (applicant) was being dissolved, the decision could be made by Sandra Hamada or the sole member Pint Size Hawaii, LLC, is this correct? **[Christina Ohira]** The decision could be made by Sandra, the Sole Member or pursuant to court order. Per Article 11 of the Operating Agreement: "The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following: (a) upon the entry of a decree of judicial dissolution pursuant to section 428-801 of the Act; (b) upon the decision of the Manager; or (c) upon the decision of the Members holding a majority of the Interest."

As for the operating agreement of Pint Size Hawaii Manager, LLC, was it amended or changed from December 7, 2018? **[Christina Ohira]** – No Amendments or changes from the original agreement.

Sorry Tina, about to leave the office. I will try to get more into the agreements on Monday morning and will be able to assist Matt then (currently out of office). If you could provide responses for the aforementioned questions, I would appreciate it!

Daniel

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Friday, March 5, 2021 3:59 PM
To: Sato, Daniel T <dsato@honolulu.gov>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

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Daniel,

Yes, that is correct. Sandra is Manager of the applicant.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com <<mailto:cohira@starnlaw.com>>
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com <<http://www.starnlaw.com>>

****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.**

On Mar 5, 2021 3:50 PM, "Sato, Daniel T" <dsato@honolulu.gov> wrote:

Just a quick question,

The right, power and authority to manage, control and conduct the business and affairs of the Pint Size Hawaii Manager, LLC, is Sandra Hamada, is that correct?

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Thursday, March 4, 2021 8:17 PM
To: Sato, Daniel T <dsato@honolulu.gov>; Foster, Matthew <mfoster@honolulu.gov>
Subject: Re: Pint Size Hawaii

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Daniel,

There have not been any changes to the Kiahuna Distribution site operations other than possibly business hours due to COVID. Is there something in particular you are wondering about? They still are only warehousing kombucha drinks.

Thank you,

Tina

Christina Ohira
Attorney at Law

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Pacific Guardian Center, Makai Tower
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Honolulu, HI 96813
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Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Sato, Daniel T <dsato@honolulu.gov>
Sent: Thursday, March 4, 2021 5:40 PM
To: Christina Ohira <cohira@starnlaw.com>; Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I have to read through the agreements and the investigative report from the last time. As of today, were there any changes as far as operations from before (Airport)? I will be leaving the office shortly and will check this email tomorrow morning.

Daniel

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Thursday, March 4, 2021 5:08 PM

To: Foster, Matthew <mfoster@honolulu.gov>; Sato, Daniel T <dsato@honolulu.gov>

Subject: RE: Pint Size Hawaii

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Daniel and Matt,

Just wanted to check in with you guys on this.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com

Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Thursday, February 25, 2021 8:25 AM
To: Sato, Daniel T <dsato@honolulu.gov>; Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Dan,

Understood. Thank you.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Sato, Daniel T
Sent: Thursday, February 25, 2021 8:24 AM
To: Foster, Matthew; Christina Ohira
Subject: RE: Pint Size Hawaii

Matt,

I'll try meet with you on this case sometime this week. I spoke with Christina yesterday regarding some of the possible issues and that we would clarify some points in the report with her.

Daniel

From: Foster, Matthew
Sent: Thursday, February 25, 2021 8:12 AM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I apologize, I was out of the office unexpectedly for a few days. The report is being finalized right now as I respond to you. I am actively working on some corrections and adjustments.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Tuesday, February 23, 2021 10:23 AM

To: Foster, Matthew

Cc: Sato, Daniel T

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt and Daniel,

Just checking in on this. Do you think we'll be assigned a hearing date soon?

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher

A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfooster@honolulu.gov>
Sent: Wednesday, February 17, 2021 9:01 AM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

Thank you for the response. As I stated earlier, I'm actively working on your case and will be in contact should I need anything. I appreciate your patience and assistance.

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfooster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Wednesday, February 17, 2021 8:49 AM
To: Foster, Matthew
Cc: Sato, Daniel T
Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt and Daniel,

Thank you for the update. Could you please let me know if there are any issues or if you need any additional information? I want to make sure you have everything you need ahead of the hearing date.

Thank you,
Tina

Christina Ohira
Attorney at Law

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Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Wednesday, February 17, 2021 7:46 AM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Christina,

I'm finalizing the report today. Had a few back and forth with Dan, but it is the focus for today.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Tuesday, February 16, 2021 10:23 AM
To: Foster, Matthew
Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Just checking in with you on this. Are we on for the Feb 18th hearing? I didn't receive a notice.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
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733 Bishop Street, Suite 1900
Honolulu, HI 96813
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Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Wednesday, February 3, 2021 2:48 PM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Christina,

I apologize, Yes, I'm just making some final corrections to the report. I'm aiming for February 18 for hearing.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Tuesday, February 2, 2021 5:39 PM

To: Foster, Matthew

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Just checking in with you on this. I know you were going to submit your report in early January. Do you think we'll get a preliminary hearing date soon?

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
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Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Christina Ohira
Sent: Wednesday, January 6, 2021 7:47 AM
To: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Matt,

Thank you for the update. 😊

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Wednesday, January 6, 2021 7:46 AM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Tina,

I'm wrapping up the report and I'll be submitting it for approval this morning. I'll reach out with any questions or concerns. Thank you.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Tuesday, January 5, 2021 4:11 PM

To: Foster, Matthew

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Just checking in to see if you have any other questions.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900

Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Christina Ohira
Sent: Monday, December 28, 2020 7:58 PM
To: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Matt,

Please see my answers to your questions below.

Quick Questions:

1. Initial Start-up costs and financing? – **[Christina Ohira]** – None, this is an existing business.
2. Hours of operations? **[Christina Ohira]** – Warehouse: 7am – 8pm Monday through Friday and 11am – 7pm on Saturday. Drivers: 12am – 4pm.
3. Number of managers and employees? **[Christina Ohira]** – Operations management: 1 Director, 1 manager and 2 supervisors. Total warehouse and drivers are approximately 24 (if fully staffed).

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation

Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfooster@honolulu.gov>
Sent: Monday, December 21, 2020 1:39 PM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Tina,

Thank you, and to you as well.

Quick Questions:

1. Initial Start-up costs and financing?
2. Hours of operations?
3. Number of managers and employees?

Thank You.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Monday, December 21, 2020 1:37 PM

To: Foster, Matthew

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Thank you for the update! Have a Happy Christmas! 😊

Thank you,

Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation

Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Monday, December 21, 2020 1:09 PM
To: Christina Ohira <cohira@starnlaw.com>
Subject: Pint Size Hawaii

Christina,

I've begun processing the new application for Pint Size Hawaii Manager, LLC. I'll be in contact if I have any questions of concerns.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

EXHIBIT 2

CLEAN VERSION OF MANAGEMENT AGREEMENT

AMENDED AND RESTATED

MANAGEMENT AGREEMENT AND TRADE NAME LICENSE AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "Agreement") by and between Pint Size Hawaii, LLC, a Delaware limited liability company ("Pint Size") and Pint Size Hawaii Manager, LLC, a Hawaii limited liability company ("Manager") shall be effective on the date Manager obtains a liquor license for the Property (defined below) from the Honolulu Liquor Commission.

WHEREAS, Pint Size is the "Tenant" and Queen Emma Land Company is the "Landlord" under that certain Halwa Business Park Lease dated November 9, 1989 for that certain property located at 99-1287 Waiua Place, Aiea, Hawaii 96701, bearing TMK No.: (1) 9-9-007-008 ("Property");

WHEREAS, Pint Size desires to engage the services of Manager to operate a wholesale dealership for the import and sale of alcoholic beverages on the Property and Manager has agreed to operate the wholesale dealership for Pint Size upon and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties previously entered into that certain Management Agreement and Trade Name License Agreement dated October 22, 2020 and now desire to enter this Agreement to further clarify and set forth in writing their understandings and agreements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Pint Size hereby engages Manager to render the services herein stated relating to the management of a wholesale dealership for the import and sale of alcoholic beverages on the Property ("Wholesale Dealership") and Manager accepts such engagement and shall discharge such duties in accordance with the terms of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and ending on the date which is five (5) years from the date thereof; provided, however, that this Agreement may be terminated by either party on thirty (30) days written notice (the "Operating Term").

3. Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership. This includes, without limitation, the following services:

a. Liquor License and Reporting. Manager shall obtain, hold and maintain in good standing all required liquor license for the Property. Manager shall timely complete and file all required renewals, gross liquor sales reports, and other filings as necessary under its own name (as the holder of the liquor license); provided, however that Manager may use the operating account funds to pay all fees on gross liquor sales and any other fees and costs associated with maintaining the liquor licenses.

b. Employees. Manager shall control and manage all employees. Pint Size will be the named employer of the employees. Notwithstanding the foregoing, Manager will be responsible for the hiring, firing, training, and overall responsibility for the employees.

c. Operating Account. Manager is authorized to draw from the operating account of Pint Size in order to perform its duties hereunder. This includes, without limitation, payment of payroll, taxes, inventory purchases, and renewal fees and fees on gross liquor sales.

d. GET Returns. Manager shall timely complete and file the general excise tax returns on behalf of Pint Size.

4. Management Fee. The Management Fee for services rendered under this Agreement shall be as mutually agreed upon between the parties.

5. Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Pint Size. As noted above, Manager is authorized to make payments related to the services to be provided by Manager from the Pint Size operating account.

6. Insurance. Insurance for the Wholesale Dealership shall be provided as mutually agreed upon between the parties.

7. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communication (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified air mail, postage prepaid, return receipt requested, addressed to the party to be so notified. Any Notice shall be deemed delivered upon the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Notices may also be delivered by (i) hand, (ii) special courier, or (iii) facsimile or other electronic written communication, provided that in any such case receipt of such notice is acknowledged by the addressee through appropriate return written communication.

8. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

9. Applicable Law and Binding Effect. This Agreement shall be construed and governed under and by the laws of the State of Hawaii, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Venue for any proceeding shall be in Maui, Hawaii.

10. Remedies. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief that may be available

11. Severability. If any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, it shall be severed from this Agreement and the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

12. Section Headings. The section headings used throughout this Agreement are for reference and convenience only, and in no way define, limit or describe the scope or intent of this Agreement or affect its provision.

13. Force Majeure. If by reason of war, riots, civil commotion, labor disputes, strikes, lockouts, inability to obtain labor or materials, fire or other acts or elements, accidents, government restrictions or appropriation or other causes, whether like or unlike the foregoing, beyond the control of a party hereto, such party is unable to perform in whole or in part its obligations under this Agreement, then in such event such party shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform, so caused, shall not make such party liable to the other.

14. Governmental Regulations. Manager shall, at its sole cost and expense, comply with all of laws, rules, regulations and requirements of all county, state and federal authorities now in force, or which may hereafter be in force, with respect to the management and operation of the Wholesale Dealership.

15. Restriction on Assignments and Transfers. Manager shall not assign or transfer this Agreement, or any interest herein and any such assignment, transfer, or attempt to do so shall be void, and shall, at the option of Pint Size, terminate this Agreement.

16. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Pint Size, its successors or assigns, on the one part, and Manager and its successors and assigns, on the other part.

17. Transfer of Licenses and Permits Upon Termination. Prior to the termination of this Agreement, Manager shall cooperate with Pint Size to effect the transfer any and all permits and licenses needed in connection with the operation and management of the

Wholesale Dealership to Pint Size or Pint Size's designee. This includes, without limitation, any liquor license or federal basic permit held by Manager. Notwithstanding anything to the contrary, the parties understand that any transfer of the liquor license needs to be approved by the Honolulu Liquor Commission and any transfer of the federal basic permit needs to be approved by the U.S. Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau. During the term of this Agreement and prior to any transfer of the liquor license, Manager shall remain and be responsible at all times for compliance with and resolving any violations related to the liquor license.

18. Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name "Pint Size Hawaii" (the "Trade Name") in connection with the services provided hereunder by Manager. Manager shall not be entitled to use the Trade Name for any other purpose. Manager understands and agrees that Pint Size reserves the right to use the Trade Name in other operations run by Pint Size or its affiliates. Pint Size shall at all times retain exclusive title to and ownership of the Trade Name and Manager shall not take any action inconsistent with such title and ownership. Manager shall not have the right to assign the right to use the Trade Name to any other party without Pint Size's prior written consent, which may be withheld in Pint Size's sole and absolute discretion.

19. Execution of Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Facsimile ("fax") or electronic copies of this Agreement shall be fully binding and effective for all purposes. Fax or electronic signatures will be treated the same as original signatures for purposes of binding the party or parties so signing.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pint Size:

PINT SIZE HAWAII, LLC, a Delaware limited liability company

By: _____
BRIAN CHRISTENSEN, its Manager

PINT SIZE HAWAII MANAGER, LLC, a Hawaii limited liability company

By: _____
SANDRA HAMADA, its Manager

JULY LETTER

STARN · O'TOOLE · MARCUS & FISHER
A LAW CORPORATION

July 2, 2021

**VIA ELECTRONIC MAIL AND
HAND DELIVERY**

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

***Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Supplemental Bank Information***

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant" or "Manager"). We also represent Pint Size Hawaii, LLC, a Delaware limited liability company ("Owner").

Thank you for taking the time to comprehensively review our application materials and spending the time to talk through the investigators' concerns during our preliminary hearing on June 24, 2021. We greatly appreciate your time and attention.

In response to some of the questions and requests posed during the hearing, we have gathered some additional information for your consideration.

1. ACH Payment Information.

Per your request we have gathered the vendor information for certain of the ACH payments identified in the April bank statement. We have also spoken with someone at American Savings Bank who confirmed to us that the online ACH system is unable to identify the vendor's name on the transaction lines in the bank statement. The backup information with the name of the vendor can only be seen through the customer portal. We informed the bank about the confusion this has caused, however, they have told us that they are not able to change this on their online system.

We have summarized the vendor information related to the ACH payments below. The backup information is attached hereto as **Exhibit 1**.¹

Date	Amount	Vendor
4/1/2021	\$13,187.93	Wells Enterprise
4/5/2021	\$51,607.50	Wells Enterprise
4/6/2021	\$7,303.36	FatBoy Ice Cream
4/6/2021	\$7,281.60	Natures Path
4/7/2021	\$13,640.22	JC Food Investments
4/7/2021	\$35,786.74	Sambazon

2. Verification of Accounts.

We have confirmed that Applicant and Owner have bank accounts at American Savings Bank (and nowhere else). As confirmed in the Verification Letter attached hereto as **Exhibit 2**, Applicant has one (1) account ending in 5670 and Owner has one (1) account ending in 3415.

The sweep account in Owner's name was closed last year in 2020. There are no other accounts for these entities.

We hope that this supplemental written response has addressed the concerns raised in the hearing. Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,


Christina Ohira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosures.

cc: Daniel Sato dsato@honolulu.gov
Matt Foster mfoster@honolulu.gov

¹ Please note, the vendor information did not print out in chronological order, but for ease of reference we summarized the information in chronological order in the table.

EXHIBIT 1
VERIFICATION LETTER



Standard Form to Confirm Account
Balance Information with Financial Institutions

ORIGINAL
To be mailed to

Financial
Institution's
Name and
Address

American Savings Bank
Corporate Banking Department
Attn: Liane Khim
P.O. Box 2300
Honolulu, HI 96804-2300

PINT SIZE HAWAII, LLC
PINT SIZE MANAGER, LLC
CUSTOMER NAME

Please confirm the accuracy of the information below as of June 29, 2021, noting any exceptions to the information provided. * Although we do not request nor expect you to conduct a comprehensive, detailed search of your records, if during the process of completing this confirmation additional information about other deposit and loan accounts we may have with you comes to your attention, please include such information below.

- 1) At the close of business on the date listed above, our records indicated the following deposit balance(s):

ACCOUNT NAME	ACCOUNT NO.	INTEREST RATE
Pint Size Hawaii, LLC	XXXXXX3415	N/A
Pint Size Manager, LLC	XXXXXX5670	N/A

The information presented above is in agreement with our records. Although we have not conducted a comprehensive, detailed search of our records, no other deposit accounts have come to our attention except as noted below.

6/30/2021

(Financial Institution Authorized Signature)

(Date)

Liane Khim, First Vice President

(Title)

EXCEPTIONS AND/OR COMMENTS

The sweep account for Pint Size Hawaii, LLC was closed in 2020.

EXHIBIT 2

BACK UP INFORMATION ACH PAYMENTS



AMERICAN
Savings Bank

Welcome back, SANDRA HAMADA

Single Transactions Recurring Transactions Deposited Checks

Effective date	Status	Approvals	Transaction Type	Account	Amount
4/6/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603487	OPERATING 3415	\$7,303.36

Tracking ID:	9603487	Total Amount:	\$7,303.36
Created:	03/31/2021 9:25 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING 3415
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/02/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/06/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
Casper Ice Cream-Fat Boy	FatBoy Ice Cream		\$7,303.36		Checking	124300767	

Addenda: 53060 2669 CASPER ICE CREAM (PREPAID W/DISCOUNT) \$7,303.36

APPROVAL(S):

- 03/31/2021 9:37 AM Jody Parton
- 03/31/2021 9:54 AM SANDRA HAMADA

4/7/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603481	OPERATING 3415	\$35,786.74
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Tracking ID:	9603481	Total Amount:	\$35,786.74
Created:	03/31/2021 9:23 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING 3415

Effective date	Status	Approvals	Transaction Type	SEC Code:	Account	CCD	Amount
Authorized By:	SANDRA HAMADA			ACH Header:	PINT SIZE HAWAII		
Will process On:	04/05/2021						
Effective:	04/07/2021						

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
SAMBAZON	SAMBAZON	SAMBAZON	\$35,786.74		Checking	026009768	ar@sambazon.com

Addenda: 53057 3441 SAMBAZON, INC. \$35,786.74

APPROVAL(S):

- 1 03/31/2021 9:37 AM Jody Parton
- 2 03/31/2021 9:54 AM SANDRA HAMADA

4/7/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603466	OPERATII	3415	\$13,640.22
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Tracking ID:	9603466	Total Amount:	\$13,640.22
Created:	03/31/2021 9:22 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATII 3415
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/05/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/07/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
JC FOOD INVESTMENTS	JC FOOD INVESTMENTS	JC FOOD INVEST	\$13,640.22		Checking	121301028	chancelork@premierislandbrokerage.com

Addenda: 53056 3622 JC FOOD INVESTMENTS, LLC. \$13,640.22

APPROVAL(S):

Effective date	Status	Approvals	Transaction Type	Account	Amount
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1 03/31/2021 9:37 AM Jody Parton

2 03/31/2021 9:54 AM SANDRA HAMADA

4/5/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603459	OPERATING	'3415	\$51,607.50
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Tracking ID:	9603459	Total Amount:	\$51,607.50
Created:	03/31/2021 9:21 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING '3415
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/01/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/05/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
Wells Enterprises	Wells Enterprise		\$51,607.50		Checking	073000228	

Addenda: 53055 3151 WEI SALES INC. \$51,607.50

APPROVAL(S):

1 03/31/2021 9:37 AM Jody Parton

2 03/31/2021 9:54 AM SANDRA HAMADA

4/1/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603381	OPERATING	'3415	\$13,187.93
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Tracking ID:	9603381	Total Amount:	\$13,187.93
Created:	03/31/2021 9:11 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING '3415
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	03/31/2021		

EXHIBIT A

Effective:		04/01/2021				
Effective date	Status	Approvals	Transaction Type	Account		Amount

ACH Header: PINT SIZE HAWAII

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
Wells Enterprises	Wells Enterprise		\$13,187.93		Checking	073000228	

Addenda: 53049 3151 WEI SALES INC. \$13,187.93

APPROVAL(S):

- 1 03/31/2021 9:37 AM Jody Parton
- 2 03/31/2021 9:54 AM SANDRA HAMADA



Welcome back, SANDRA HAMADA

Single Transactions Recurring Transactions Deposited Checks

Effective date	Status	Approvals	Transaction Type	Account	Amount
4/6/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9643884	OPERATING 3415	\$7,281.60

Tracking ID:	9643884	Total Amount:	\$7,281.60
Created:	04/05/2021 9:10 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	04/05/2021 9:20 AM	From Account:	OPERATING 3415
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/05/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/06/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
NATURES PATH	NATURES PATH	NATURES PATH	\$7,281.60		Checking	021409169	

APPROVAL(S):

- 04/05/2021 9:10 AM Jody Parton
- 04/05/2021 9:20 AM SANDRA HAMADA

SEPTEMBER LETTER

STARN · O'TOOLE · MARCUS & FISHER

A L A W C O R P O R A T I O N

September 3, 2021

**VIA ELECTRONIC MAIL AND
HAND DELIVERY**

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

***Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Supplemental Information***

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant"). We also represent Pint Size Hawaii, LLC, a Delaware limited liability company ("PSH").

Thank you for taking the time to comprehensively review our application materials and spending the time to talk through the various concerns during our preliminary hearing on June 24, 2021, and again at the public hearing on August 19, 2021. We greatly appreciate your time and attention and allowing us a continuance to present you with this supplemental information.

In response to some of the questions and concerns posed during the hearing, we have taken additional actions and have gathered further information for your consideration.

1. **Audit Concerns and Operating Account.**

During the hearing, Supervising Investigator Daniel Sato brought up concerns regarding the Commission's ability to audit the operating account (ending in 3415) because the account is in the name of PSH and not the Applicant. In order to address this concern, the operating account has been converted into a joint account in the name of both PSH and Applicant. Please find enclosed herewith a letter from American Savings Bank confirming this information.

Pacific Guardian Center, Makai Tower – 733 Bishop Street, Suite 1900 – Honolulu, HI 96813
Telephone: (808) 537-6100 – Fax: (808) 537-5434 – Website: www.starnlaw.com

EXHIBIT A

We would also like to confirm that in the event of an audit, the information related to liquor sales, cost of sales and inventory can all be extracted for the investigator's review.

Although it is customary for a business operating account to be in the name of the owner with the manager having full authority over the account, we have taken this action in good faith in order to demonstrate to the Commission that the Manager and Owner are committed to this arrangement. Many liquor-serving businesses engage managers to run their day-to-day operations such as restaurants, clubs, tour / cruise vessels, and hotels. While in some cases the owners hold the liquor license, in other cases the liquor license is held by the manger entity. In all cases that we are aware of, regardless of whether the owner or the manager holds the license, the operating account is in the name of the owner with full authorization being granted to the manager under a management agreement.

The manger is engaged by the owner to do a job – the job of managing the business on owner's behalf – the job of the day-to-day operations. Being in control of the day-to-day operations is what makes the Applicant in this situation the proper entity to hold the liquor license. The owner here does none of that and the Applicant here has a track record of running these operations smoothly, successfully, and with no serious violations.¹

2. Management Arrangement.

The Commission expressed concern over the fact that this is a wholesaler and not a hotel or restaurant. Many types of businesses (not necessarily involving liquor) have managers for the day-to-day operations, doctor's offices, retailers, entertainment venues, etc. – this is not a practice limited to hotels and restaurants. As for Pint Size Hawaii's specific situation, we think some background information will be helpful to the Commission.

PSH is the leading frozen and chill distributor in Hawaii. PSH does not distribute any beer, wine, spirits, or any other item for which an individual must be 21 years of age to consume. In early 2019, PSH acquired the business assets of Kahuna Distribution LLC, a Hawaii limited liability company (later known as KDX, LLC) ("KDX"), which assets included the distribution agreements for certain kombucha brand beverages.

Because PSH did not hold a liquor license, in order to continue the kombucha distribution acquired from KDX, it needed to transfer the liquor license from KDX. PSH has never distributed liquor products and has no experience with holding a liquor license. In order to ensure that liquor was handled appropriately it engaged Applicant to manage its liquor operations and Applicant obtained a transfer of the liquor license from KDX. Since that time, Applicant has been managing the Ualena Street operations (and outer island distributions) on behalf of PSH.

Prior to acquiring KDX, Sandra Hamada, the manager of Applicant, trained under the former owner of KDX so that she became familiar with the distribution arrangements, deliveries,

¹ Applicant received one violation when the license was first transferred to the entity due to the timing of closing and the issuance of the license.

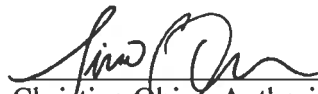
Honolulu Liquor Commission
September 3, 2021
Page 3 of 3

and processes. Ms. Hamada controls the Applicant and ensures that the liquor operations run in compliance with Hawaii law and the Honolulu Liquor Commission Rules. This management arrangement has worked smoothly since acquiring KDX in 2019 and we hope the Commission will allow this arrangement to continue. Ultimately, if the application is approved, the Applicant intends to close the Ualena street location in order to maximize efficiencies and consolidate the warehouse holdings.

As described above, there are legitimate reasons here as to why this management arrangement was put in place between PSH and Applicant. The kombucha distribution is important to PSH and the management arrangement ensures that the liquor laws and rules are being complied with on a daily basis. We hope the Commission will allow the Applicant to continue to operate this business on behalf of PSH at the Waiua warehouse location.

We hope that this supplemental written response has addressed the concerns raised during the hearing. Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,



Christina Ohira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosure.

cc: Daniel Sato dsato@honolulu.gov
Matt Foster mfoster@honolulu.gov

Doc No. 2495700



AMERICAN
Savings Bank

PO Box 2300
Honolulu, HI 96804-2300

Liane Khim
First Vice President
Corporate Banking
Direct (808) 539-7985
Fax (808) 495-0579
lkhim@asbhawaii.com

August 26, 2021

To Whom It May Concern:

This letter serves as confirmation that

- Pint Size Hawaii, LLC and Pint Size Manager, LLC jointly maintain the following checking account with American Savings Bank:

Account Number: 73415
ABA Number: 321370765

- Pint Size Manager, LLC maintains the following checking account with American Savings Bank:

Account Number: 5670
ABA Number: 321370765

Please feel free to contact me if you have any questions.

Best Regards,

Liane Khim



Member FDIC

EXHIBIT A

Continued from

AUG 19 2021 to SEP 9 2021

STARN · O'TOOLE · MARCUS & FISHER

A L A W C O R P O R A T I O N

July 2, 2021

VIA ELECTRONIC MAIL AND
HAND DELIVERY

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

***Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Supplemental Bank Information***

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant" or "Manager"). We also represent Pint Size Hawaii, LLC, a Delaware limited liability company ("Owner").

Thank you for taking the time to comprehensively review our application materials and spending the time to talk through the investigators' concerns during our preliminary hearing on June 24, 2021. We greatly appreciate your time and attention.

In response to some of the questions and requests posed during the hearing, we have gathered some additional information for your consideration.

1. ACH Payment Information.

Per your request we have gathered the vendor information for certain of the ACH payments identified in the April bank statement. We have also spoken with someone at American Savings Bank who confirmed to us that the online ACH system is unable to identify the vendor's name on the transaction lines in the bank statement. The backup information with the name of the vendor can only be seen through the customer portal. We informed the bank about the confusion this has caused, however, they have told us that they are not able to change this on their online system.

Pacific Guardian Center, Makai Tower – 733 Bishop Street, Suite 1900 – Honolulu, HI 96813
Telephone: (808) 537-6100 – Fax: (808) 537-5434 – Website: www.starnlaw.com

We have summarized the vendor information related to the ACH payments below. The backup information is attached hereto as **Exhibit 1**.¹

Date	Amount	Vendor
4/1/2021	\$13,187.93	Wells Enterprise
4/5/2021	\$51,607.50	Wells Enterprise
4/6/2021	\$7,303.36	FatBoy Ice Cream
4/6/2021	\$7,281.60	Natures Path
4/7/2021	\$13,640.22	JC Food Investments
4/7/2021	\$35,786.74	Sambazon

2. Verification of Accounts.

We have confirmed that Applicant and Owner have bank accounts at American Savings Bank (and nowhere else). As confirmed in the Verification Letter attached hereto as **Exhibit 2**, Applicant has one (1) account ending in [redacted] and Owner has one (1) account ending in [redacted].

The sweep account in Owner's name was closed last year in 2020. There are no other accounts for these entities.

We hope that this supplemental written response has addressed the concerns raised in the hearing. Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,


Christina Ohira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosures.

cc: Daniel Sato dsato@honolulu.gov
Matt Foster mfoster@honolulu.gov

¹ Please note, the vendor information did not print out in chronological order, but for ease of reference we summarized the information in chronological order in the table.

Continued from

SEP 9 2021 to SEP 16 2021

SUPPLEMENTAL LICENSING INVESTIGATIVE REPORT

DATE: September 9, 2021

SUBJECT: New Liquor License application No. 21-22471 Pint Size Hawaii Manager, LLC dba Pint Size Hawaii, Wholesale General license, located at 99-1287 Waiua Place, Aiea HI. 96701

BACKGROUND:

At the preliminary hearing on June 24, 2021, the applicant (Pint Size Hawaii Manager, LLC) was asked to produce financial records of all known entities involved with the applicant Pint Size Manager, LLC.

Indicated below are minutes from the June 24, 2021 hearing.

Interim Chair Narsi Ganaban: Okay. Maybe what you can do then to minimize the situation of commingling of accounts. Let me ask you this another question. What was the intent with opening the manager account if you guys weren't going to use it Because your agreement covers it. It says the manager can use this account. **So what was the intent with opening another ASB account if you guys weren't going to use it?**

Ms. Christina Ohira: So that account is for the manager if the manager has any expense that is purely managers. **Up to this point there hasn't been any, but we wanted to make sure that the manager had its own funds.**

Interim Chair: Ms. Ohira, but your agreement covers that, **everything from payroll to operation. In what exception would that be on?**

Ms. Ohira: Oh, I mean like **if the manager entity had its own, you know, had an expense of its own to pay something for.** In order words—**Theoretically the management entity is its own entity so if it had its own fees that needed to pay maybe for whatever reason it could take it out of that account.** But if that account is troublesome to the Commission, I'm, we're happy to close that account. I just thought it would be good to have the manager have its own account with some money in it.

Interim Chair: I'm assuming this was open to facilitate a liquor license in other words?

Ms. Ohira: Yes, yes. That account was opened when they first applied for the license for the Ualena Street location.

Interim Chair: And this account is mentioned or the use of this account is mentioned in your agreement for that exception to the rule, is that what you're saying?

Ms. Ohira: Sorry. To the exception, what do you mean the exception to the rule?

BACKGROUND CONTINUED:

Interim Chair: Because your other agreement covers on the expenses that would be approved that the manager could use the other funds. I'm assuming that you have something in writing that says what the conditions and uses would be for them to use its own manager account. **Is there anything other than opening this just for the liquor license?**

Ms. Ohira: **No. It was primarily opened when we applied for the Ualena Street license so that we could show that the manager entity had funds.** Because if we were to submit that application with an entity that had no bank account, I think that would've been more problematic.

Interim Chair: Okay. **But they never used these funds, correct?**

Ms. Ohira: **They haven't yet needed to use that, yes, correct. But like I said, if its— Kind of like money where if they did have an expense that was purely managers not covered by the agreement, they would have money for such purpose.**

Interim Chair: Okay. Before we get into a type of action because this is such a—There's a lot of concerns on this application and all kinds of discrepancies here, I just want to reiterate on the request that Commissioner Miyashiro made which is we would like to— Please provide to the Commission detailed transactions specifically on the April 5, 2021 issue with the ACH payments. **If you could provide back-up on that and just anything that would help us navigate through this and make sure that there is, the commingling of funds is not an issue and that we can move on after that.**

What would be helpful, which it seems you have an excellent relationship with your bank, is if your bank also attest to that and can provide you a letter stating that these are the only accounts that you which would be the ones that you included here that was provided in exhibits that was with Pint Size Hawaii Manager as well as Pint Size Hawaii LLC and any other known entities that is questionable right now which is not limited or will limit you to its Pint Size Hawaii LLC, Pint Size Hawaii Manager LLC. We're looking at even if you have anything in Pint Size Corp, which I'm assuming you don't but any other entities and accounts. **If the bank can attest to that and vouch that these are just the three accounts that you have, then that would clear up a lot of things right now. Is that understood, Ms. Ohira?**

Ms. Ohira: Yes. We can get clarification on the bank accounts for the ASB. Would a letter from somebody at ASB be sufficient or are you looking for an actual affidavit?

BACKGROUND CONTINUED:

Interim Chair: An actual letter is okay. They call it, I believe they call it a verification of deposit, and it's a VOD. And they actually redact the account numbers but they put the entity names on it. And it's more less like for credit reference that type of thing. But they do redact the account numbers. But if they attest to saying that you only have—By the looks of this it's two accounts, correct? According to this it's two accounts that was disclosed to us.

Ms. Ohira: Oh, in the Pint Size Hawaii Manager account, that separate account. And then the Pint Size Hawaii LLC.

Interim Chair: Yes. So it looks like you only have two. Based on what Ms. Hamada said there was a sweep account used to be. If they can vouch that and say it's closed and it's no longer functional or what have you or even it is functional still then what name and entity is it under because we want to establish that there's no other entities out there receiving payments. And that you guys are functioning just to the so-called owner account, correct?

Ms. Hamada: Yeah. I just needed to clarify that I did—There was a corp account and then we did open the Pint Size—So, it was a separate account.

Interim Chair: Okay. So the corp account I'm assuming was closed or still open?

Ms. Hamada: No. It's still open due to we needed to keep funds in there due to, I guess to the agreement with the new owners, the new investment. But we are trying to close it out. So, it has funds in there. But the activities you're talking about is Pint Size Corp.

Interim Chair: Okay. I'm confused because like I said I thought Pint Size Corp was merged. Wasn't it merged and the successorship of it in 2016 should have been—

Ms. Ohira: Sorry. I think my client is getting a little confused. Pint Size Corporation was merged and no longer exists. She might be (inaudible) some things, but we can get a VOD, confirm the sweep account was closed. I believe we had to file paperwork, right, to close this account?

Ms. Hamada: The sweep is with Hawaii, Pint Size Hawaii.

Ms. Ohira: You closed it—

Ms. Hamada: Yes. We closed that one.

Ms. Ohira: And so there would be documentation showing—Yes. So we can provide documentation showing the sweep account was closed and the verification of deposit to confirm that the accounts that exists are for Pint Size Hawaii Manager and for Pint Size Hawaii LLC.

BACKGROUND CONTINUED:

Ms. Hamada: Correct.

Upon a review of the statements made of the June 24, 2021, hearing:

- The applicant Pint Size Hawaii Manager, LLC, hasn't been conducting any business under their own bank account under their current license.
- The applicant's attorney represented that currently everything from payroll to operations, are paid for by an unlicensed entity.
- The applicant's attorney stated, "Theoretically the management entity is its own entity so if it had its own fees that needed to pay maybe for whatever reason it could take it out of that account."
- When the applicant's attorney was asked, "Is there anything other than opening this just for the liquor license?" Applicant's attorney responded, "No. It was primarily opened when we applied for the Ualena Street license so that we could show that the manager entity had funds. Because if we were to submit that application with an entity that had no bank account, I think that would've been more problematic."
- When applicant's attorney was asked, if the applicant has ever used their funds, the applicant's attorney responded, "They haven't yet needed to use that, yes, correct. But like I said, if its—Kind of like money where if they did have an expense that was purely managers not covered by the agreement, they would have money for such purpose."

At the public hearing on August 19, 2021, the Commission additional number of questions and concerns concerning the application for a new Wholesale Liquor License for Pint Size Hawaii Manager, LLC dba Pint Size Hawaii.

The Commissioners identified the following to be addressed by the applicant:

- The ability for the Liquor Commission to adequately conduct an audit of the entity as the current licensee, Pint Size Hawaii Manager, LLC dba Pint Size Hawaii operates.
- The operations of the business of Pint Size Hawaii Manager, LLC is utilizing the parent company, Pint Size Hawaii, LLC, banking account as an "Operational Account" for all monetized transactions to include: The payroll for employees
The payment of General Excise Tax (GET)
The payment of Insurance
The payment for liquor inventory
The accounting of liquor sales
Exclusive possession and control.
The current Management Agreement and impact upon the Liquor License application.

The question of an audit of the applicant will not be within compliance of Hawaii Revised Statutes §281-20 General Right to Inspection.

REPRESENTATION BY THE APPLICANT'S ATTORNEY:

According to Christina Ohira, attorney for the applicant, to address concerns raised by the commission, the American Savings Bank operating account has been converted to a joint account in the name of both Pint Size Hawaii, LLC and the applicant, Pint Size Hawaii Manager, LLC, effective August 26, 2021.

See **Exhibit A** for further details.

The applicant provided a letter, dated September 3, 2021 to address additional concerns raised by the Commission.

See **Exhibit B** for further details.

CONCLUSION:

In their response to the Commission's questions and concerns addressed at the preliminary hearings held on June 24, 2021 and August 19, 2021, the applicant has provided documentation to identifying the conversion of an American Bank Savings account between Pint Size Hawaii, LLC and Pint Size Hawaii Manager, LLC (the Applicant) and a letter stating their position of management and control.

As has been previously identified, there are two entities involved with this Liquor License application:

Pint Size Hawaii, LLC: a Wholesale Distributor of frozen/chilled non-alcoholic, food and beverage products.
G.E. TAX ID#: GE-089-201-8688-01

Pint Size Hawaii Manager, LLC: a Liquor Licensed Wholesale Distributor of alcoholic Kombucha products that conducts business operations from within the physical and financial operations of Pint Size Hawaii, LLC; the entity that controls the majority of the physical and financial operations to include but not limited to: the real state property, warehouse facilities, utilities, supplies, equipment, insurance, and previously the financial accounts and book keeping.
G.E. TAX ID#: GE-013-925-8368-01

CONCLUSION-CONTINUED:

Currently, after the additional information submitted by the applicant,

American Savings Bank Account

Pint Size Hawaii Manager, LLC (Licensee/ Holder of Liquor License)	Pint Size Hawaii, LLC (Not the Applicant)
Management Fee	Profits
	Taxes
	Insurance
	Inventory
	Business Expenses / Equipment
	Employees
	Property

ISSUES PERTAINING TO THIS APPLICATION:

1. According to Christina Ohira, attorney for the applicant, “We would also like to confirm that in the event of an audit, the information related to liquor sales, cost of sales and inventory can all be extracted for the investigator’s review.”

1A. The applicant has testified that the financial aspects of the Liquor business operations of Pint Size Hawaii Manager, LLC are consolidated with an unlicensed entity, Pint Size Hawaii, LLC, and was unable to segregate employee payroll to the Commission when requested. The addition of the applicant to the American Savings Bank account held by a separate business entity, Pint Size Hawaii, LLC does not address the concerns raised by the Commission in this regard.

Under the Hawaii Revised Statutes, §281-45: No license issued, when. No license shall be issued under this chapter: (3) Unless the applicant for a license... present to the issuing agency a tax clearance certificate from the department of taxation showing that the applicant...do not owe the state government any delinquent taxes, penalties, or interest;

The State of Hawaii Tax clearance, appears to be paid all by the Owner (Pint Size Hawaii, LLC) and NOT the applicant. An unlicensed non-vetted entity will finance the applicant’s liquor license business and to pay these business expenses.

2. According to Christina Ohira, “While in some cases the owners hold the liquor license, in other cases the liquor license is held by the manger entity. In all cases that we are aware of, regardless of whether the owner or the manager holds the license, the operating account is in the name of the owner with full authorization being granted to the manager under a management agreement.”

ISSUES PERTAINING TO THIS APPLICATION (CONTINUED):

- 2A. According to the Management agreement, which can be rescinded amended or altered, all revenue, all profits, all financial aspects of the Wholesale Liquor Licensed business operations are with a unlicensed entity (Pint Size Hawaii, LLC) that is not subject to the authority or jurisdiction to the Honolulu Liquor Commission.

This may conflict and be in violation of HRS §281-20 General right of inspection. **“Any investigator may, at all times, without notice and without any search warrant or other legal process, visit and have immediate access to every part of the premises of every licensee for the purpose of making any examination or inspection thereof or inquiry into the books and records therein, to ascertain whether all of the conditions of the license and all provisions of this chapter and chapter 244D are being complied with by the licensee.”**

3. According to Christina Ohira, **“The manager is engaged by the owner to do a job** – the job of managing the business on owner’s behalf – the job of the day-to-day operations.”

- 3A. The applicant is a current Wholesale Distributor, holding a Wholesale Liquor License in the City and County of Honolulu and is required by law to be in compliance of Hawaii Revised Statutes §281-38 Conditions of licenses. **Every license issued under this chapter shall contain the condition that it is subject to this chapter and any other laws applicable to the business of the licensee**, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.

Based on the description by the applicant’s attorney, the applicant Pint Size Hawaii Manager, LLC, will only manage and operate the business for Pint Size Hawaii, LLC, and will only have rights to operate the business pursuant to the terms and conditions set by the unlicensed entity, Pint Size Hawaii, LLC.

ISSUES PERTAINING TO THIS APPLICATION (CONTINUED):

It appears that based on the applicant's attorney representation, their current business operations and practices, cannot be conclusively determined if the applicant (Pint Size Hawaii Manager, LLC) is in exclusive possession and control. This could result in violation of Code of Federal Regulations of the Federal Alcohol Administration Act, Chapter 8, Section 203: Unlawful Business without a permit, and also in potential violation of Hawaii Revised Statutes:

§281-3 Illegal manufacture, importation, or sale of liquor. It shall be unlawful for any person not having a valid license to manufacture or sell any liquor except as otherwise provided in this chapter;

It shall also be unlawful for any person, not having a valid wholesale license or a valid manufacturer's (including rectifier's) license, to import any liquor from without the State, except as otherwise provided in this chapter. Liquor imported into this State shall come to rest at the warehouse of the manufacturer (including rectifier) or the wholesaler importing the liquor, shall be unloaded into such warehouse, and shall be held in such warehouse for at least forty-eight hours before further sale by such manufacturer (including rectifier) or wholesaler.

§281-42 Manufacturers and wholesale dealers, special restrictions. (a) It shall be unlawful for any person holding a manufacturer's license or a wholesale dealer's license to induce the purchases of a retail licensee by:

(1) Acquiring or holding any interest in any license of a retail licensee;

(2) Acquiring any interest in the real or personal property owned, occupied, or used by a retail licensee in the conduct of its business, unless the holding of such interest is permitted under the regulations of the liquor commission or statement thereof has been filed with the commission and has not been disapproved by it;

(3) Furnishing, giving, renting, lending, or selling to a retail licensee any equipment, fixtures, signs, supplies, money, services or other thing of value, subject to the exceptions contained in Subpart D of the "tied house" regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Treasury Department, 27 Code of Federal Regulations Part 6 (1988) as the same may change from time to time;

(4) Paying or crediting a retail licensee for any advertising, display or distribution service, whether or not the advertising, display or distribution service received is commensurate with the amount paid by the retail licensee; provided that this paragraph shall not prohibit representatives of manufacturers and wholesalers from creating and maintaining displays and point of purchase sales materials, or from stocking shelves and cold boxes;

ISSUES PERTAINING TO THIS APPLICATION (CONTINUED):

(5) Guaranteeing any loan or the repayment of any financial obligation of a retail licensee;

(6) Extending credit to the retail licensee for a period of time in excess of thirty days from the date of invoice;

(7) Requiring a retail licensee to take and dispose of any quota of liquor; or (8) Requiring a retail licensee to purchase one product in order to purchase another product. This includes combination sales if one or more products may be purchased only in combination with other products and not individually, provided that a manufacturer or wholesale dealer is not prohibited from selling at a special combination price, two or more kinds or brands of products to a retail licensee, if (A) the retail licensee has an option of purchasing either product at the usual price, and (B) the retail licensee is not required to purchase any product it does not want. (b) It shall be unlawful for any person holding a manufacturer's or wholesale dealer's license: (1) To sell any liquor at wholesale prices without invoicing the vendee's license number, except where the vendee, although authorized to resell, is not required by law to hold a license, in which case the invoice shall fully indicate the vendee's identity; or

The applicant provided documents to support the application for a new liquor license. However, a number of discrepancies and concerns were identified in the investigation.

§3-83-53.1. License Applications; Notice of Hearing; Affidavits. “(a) **An applicant applying for a new license...** shall file in support of the application:

“(xi) A full, true, and accurate statement of the complete financial condition of **the applicant**, which shall not be over six months old, or that is less than one year old and certified by the applicant to be substantially correct.”

(xii) Documents substantiating the financial statement and showing sufficient finances to cover proposed expenditures related to the application and including initial operating expenses for the first six months of operation.

The applicant provided financial documents to an inactive bank account only created for the application process, and is not utilized by the applicant in business operations.

The applicant’s attorney made representations that the applicant Pint Size Hawaii Manager, LLC, hasn't been conducting any business under their own bank account under their current wholesale license.

Ohira further stated that “Theoretically **the management entity** is its own entity so if it had its own fees that needed to pay maybe for whatever reason it could take it out of that account.”

ISSUES PERTAINING TO THIS APPLICATION (CONTINUED):

When applicant's attorney was asked, if **the applicant has ever used their funds**, the applicant's attorney responded, "**They haven't yet needed to use that, yes, correct.**"

(h) If the Commission finds that the applicant has made a false statement as part of the application, it may deny the application, suspend or revoke any current license, or assess and collect a penalty.

If any false statement is knowingly made in any application which is verified by oath, the applicant, and in the case of the application being made by a corporation, limited liability company, association, or club, the persons signing the application, shall be guilty of perjury, and shall be subject to the penalties prescribed by law for such offense. If any false statement is knowingly made in any application which is not verified by oath, the person or persons signing the application shall be guilty of a misdemeanor and upon conviction thereof shall be punished as in section 281-102 provided.

Under the current business operations and practices, it appears that the applicant is **not** in exclusive possession and control of the proposed wholesale liquor business.


DISPOSITION:


For Commission review.

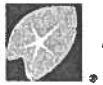


Matthew Foster,
Licensing Investigator

Reviewed by:



Daniel Sato,
Supervising Investigator 



AMERICAN
Savings Bank

PO Box 2300
Honolulu, HI 96804-2300

Liane Khim
First Vice President
Corporate Banking
Direct (808) 539-7985
Fax (808) 495-0579
lkhim@asbhawaii.com

August 26, 2021

To Whom It May Concern:

This letter serves as confirmation that

- Pint Size Hawaii, LLC and Pint Size Manager, LLC jointly maintain the following checking account with American Savings Bank:

Account Number: 415
ABA Number: 321370765

- Pint Size Manager, LLC maintains the following checking account with American Savings Bank:

Account Number: 670
ABA Number: 321370765

Please feel free to contact me if you have any questions.

Best Regards,

Liane Khim



Member FDIC

EXHIBIT A

STARN · O'TOOLE · MARCUS & FISHER

A L A W C O R P O R A T I O N

September 3, 2021

**VIA ELECTRONIC MAIL AND
HAND DELIVERY**

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

***Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Supplemental Information***

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant"). We also represent Pint Size Hawaii, LLC, a Delaware limited liability company ("PSH").

Thank you for taking the time to comprehensively review our application materials and spending the time to talk through the various concerns during our preliminary hearing on June 24, 2021, and again at the public hearing on August 19, 2021. We greatly appreciate your time and attention and allowing us a continuance to present you with this supplemental information.

In response to some of the questions and concerns posed during the hearing, we have taken additional actions and have gathered further information for your consideration.

1. **Audit Concerns and Operating Account.**

During the hearing, Supervising Investigator Daniel Sato brought up concerns regarding the Commission's ability to audit the operating account (ending in 3415) because the account is in the name of PSH and not the Applicant. In order to address this concern, the operating account has been converted into a joint account in the name of both PSH and Applicant. Please find enclosed herewith a letter from American Savings Bank confirming this information.

Pacific Guardian Center, Makai Tower – 733 Bishop Street, Suite 1900 – Honolulu, HI 96813
Telephone: (808) 537-6100 – Fax: (808) 537-5434 – Website: www.starnlaw.com

EXHIBIT B

We would also like to confirm that in the event of an audit, the information related to liquor sales, cost of sales and inventory can all be extracted for the investigator's review.

Although it is customary for a business operating account to be in the name of the owner with the manager having full authority over the account, we have taken this action in good faith in order to demonstrate to the Commission that the Manager and Owner are committed to this arrangement. Many liquor-serving businesses engage managers to run their day-to-day operations such as restaurants, clubs, tour / cruise vessels, and hotels. While in some cases the owners hold the liquor license, in other cases the liquor license is held by the manger entity. In all cases that we are aware of, regardless of whether the owner or the manager holds the license, the operating account is in the name of the owner with full authorization being granted to the manager under a management agreement.

The manger is engaged by the owner to do a job – the job of managing the business on owner's behalf – the job of the day-to-day operations. Being in control of the day-to-day operations is what makes the Applicant in this situation the proper entity to hold the liquor license. The owner here does none of that and the Applicant here has a track record of running these operations smoothly, successfully, and with no serious violations.¹

2. Management Arrangement.

The Commission expressed concern over the fact that this is a wholesaler and not a hotel or restaurant. Many types of businesses (not necessarily involving liquor) have managers for the day-to-day operations, doctor's offices, retailers, entertainment venues, etc. – this is not a practice limited to hotels and restaurants. As for Pint Size Hawaii's specific situation, we think some background information will be helpful to the Commission.

PSH is the leading frozen and chill distributor in Hawaii. PSH does not distribute any beer, wine, spirits, or any other item for which an individual must be 21 years of age to consume. In early 2019, PSH acquired the business assets of Kahuna Distribution LLC, a Hawaii limited liability company (later known as KDX, LLC) ("KDX"), which assets included the distribution agreements for certain kombucha brand beverages.

Because PSH did not hold a liquor license, in order to continue the kombucha distribution acquired from KDX, it needed to transfer the liquor license from KDX. PSH has never distributed liquor products and has no experience with holding a liquor license. In order to ensure that liquor was handled appropriately it engaged Applicant to manage its liquor operations and Applicant obtained a transfer of the liquor license from KDX. Since that time, Applicant has been managing the Ualena Street operations (and outer island distributions) on behalf of PSH.

Prior to acquiring KDX, Sandra Hamada, the manager of Applicant, trained under the former owner of KDX so that she became familiar with the distribution arrangements, deliveries,

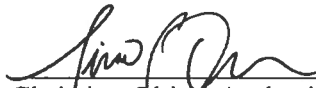
¹ Applicant received one violation when the license was first transferred to the entity due to the timing of closing and the issuance of the license.

and processes. Ms. Hamada controls the Applicant and ensures that the liquor operations run in compliance with Hawaii law and the Honolulu Liquor Commission Rules. This management arrangement has worked smoothly since acquiring KDX in 2019 and we hope the Commission will allow this arrangement to continue. Ultimately, if the application is approved, the Applicant intends to close the Ualena street location in order to maximize efficiencies and consolidate the warehouse holdings.

As described above, there are legitimate reasons here as to why this management arrangement was put in place between PSH and Applicant. The kombucha distribution is important to PSH and the management arrangement ensures that the liquor laws and rules are being complied with on a daily basis. We hope the Commission will allow the Applicant to continue to operate this business on behalf of PSH at the Waiua warehouse location.

We hope that this supplemental written response has addressed the concerns raised during the hearing. Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,



Christina Ohira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosure.

cc: Daniel Sato dsato@honolulu.gov
Matt Foster mfoster@honolulu.gov

Doc No. 2495700

EXHIBIT B



Standard Form to Confirm Account
Balance Information with Financial Institutions

ORIGINAL
To be mailed to

Financial
Institution's
Name and
Address

American Savings Bank
Corporate Banking Department
Attn: Liane Khim
P.O. Box 2300
Honolulu, HI 96804-2300

PINT SIZE HAWAII, LLC
PINT SIZE MANAGER, LLC
CUSTOMER NAME

Please confirm the accuracy of the information below as of June 29, 2021, noting any exceptions to the information provided. * Although we do not request nor expect you to conduct a comprehensive, detailed search of your records, if during the process of completing this confirmation additional information about other deposit and loan accounts we may have with you comes to your attention, please include such information below.

- 1) At the close of business on the date listed above, our records indicated the following deposit balance(s):

ACCOUNT NAME	ACCOUNT NO.	INTEREST RATE
Pint Size Hawaii, LLC		N/A
Pint Size Manager, LLC		N/A

The information presented above is in agreement with our records. Although we have not conducted a comprehensive, detailed search of our records, no other deposit accounts have come to our attention except as noted below.

6/30/2021

(Financial Institution Authorized Signature)

(Date)

Liane Khim, First Vice President

(Title)

EXCEPTIONS AND/OR COMMENTS

The sweep account for Pint Size Hawaii, LLC was closed in 2020.

EXHIBIT 2

BACK UP INFORMATION ACH PAYMENTS



Welcome back, SANDRA HAMADA

Single Transactions Recurring Transactions Deposited Checks

Effective date	Status	Approvals	Transaction Type	Account	Amount
4/6/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603487	OPERATING	\$7,303.36

Tracking ID:	9603487	Total Amount:	\$7,303.36
Created:	03/31/2021 9:25 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/02/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/06/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
Casper Ice Cream-Fat Boy	FatBoy Ice Cream		\$7,303.36		Checking	124300767	

Addenda: 53060 2669 CASPER ICE CREAM (PREPAID W/DISCOUNT) \$7,303.36

APPROVAL(S):

- 03/31/2021 9:37 AM Jody Parton
- 03/31/2021 9:54 AM SANDRA HAMADA

4/7/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603481	OPERATING	\$35,786.74
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Tracking ID:	9603481	Total Amount:	\$35,786.74
Created:	03/31/2021 9:23 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING

Effective date	Status	Approvals	Transaction Type	SEC Code:	Account	CCD	Amount
Authorized By:	SANDRA HAMADA			ACH Header:	PINT SIZE HAWAII		
Will process On:	04/05/2021						
Effective:	04/07/2021						

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
SAMBAZON	SAMBAZON	SAMBAZON	\$35,786.74		Checking	026009768	ar@sambazon.com

Addenda: 53057 3441 SAMBAZON, INC. \$35,786.74

APPROVAL(S):

- 1 03/31/2021 9:37 AM Jody Parton
- 2 03/31/2021 9:54 AM SANDRA HAMADA

4/7/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603466	OPERATING	\$13,640.22
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Tracking ID:	9603466	Total Amount:	\$13,640.22
Created:	03/31/2021 9:22 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/05/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/07/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
JC FOOD INVESTMENTS	JC FOOD INVESTMENTS	JC FOOD INVEST	\$13,640.22		Checking	121301028	chancelork@premierislandbrokerage.com

Addenda: 53056 3622 JC FOOD INVESTMENTS, LLC. \$13,640.22

APPROVAL(S):

Effective date	Status	Approvals	Transaction Type	Account	Amount
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1 03/31/2021 9:37 AM Jody Parton

2 03/31/2021 9:54 AM SANDRA HAMADA

4/5/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603459	OPERATING	\$51,607.50
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Tracking ID:	9603459	Total Amount:	\$51,607.50
Created:	03/31/2021 9:21 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	04/01/2021	ACH Header:	PINT SIZE HAWAII
Effective:	04/05/2021		

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
Wells Enterprises	Wells Enterprise		\$51,607.50		Checking	073000228	

Addenda: 53055 3151 WEI SALES INC. \$51,607.50

APPROVAL(S):

1 03/31/2021 9:37 AM Jody Parton

2 03/31/2021 9:54 AM SANDRA HAMADA

4/1/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9603381	OPERATING	\$13,187.93
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Tracking ID:	9603381	Total Amount:	\$13,187.93
Created:	03/31/2021 9:11 AM	Total Payments:	1
Created By:	Jody Parton	Company Entry Description:	ACH PYMT
Authorized:	03/31/2021 9:54 AM	From Account:	OPERATING
Authorized By:	SANDRA HAMADA	SEC Code:	CCD
Will process On:	03/31/2021		

Effective:	04/01/2021					
Effective date	Status	Approvals	Transaction Type	Account		Amount

ACH Header: PINT SIZE HAWAII

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
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Wells Enterprises	Wells Enterprise		\$13,187.93		Checking	073000228	
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Addenda: 53049 3151 WEI SALES INC \$13,187.93

APPROVAL(S):

1 03/31/2021 9:37 AM Jody Parton

2 03/31/2021 9:54 AM SANDRA HAMADA



AMERICAN
Savings Bank

Welcome back, SANDRA HAMADA

Single Transactions

Recurring Transactions

Deposited Checks

Effective date	Status	Approvals	Transaction Type	Account	Amount
4/6/2021	Processed	2 of 2	ACH Batch - Tracking ID: 9643884	OPERATING	\$7,281.60

Tracking ID: 9643884

Total Amount: \$7,281.60

Created: 04/05/2021 9:10 AM

Total 1

Created By: Jody Parton

Payments:

Authorized: 04/05/2021 9:20 AM

Company ACH PYMT
Entry

Authorized By: SANDRA HAMADA

Description:

Will process 04/05/2021
On:

From Account: OPERATING

Effective: 04/06/2021

SEC Code: CCD

ACH Header: PINT SIZE HAWAII

RECIPIENTS:

Name	ACH Name	Recipient ACH ID	Amount	Account Number	Account Type	Routing Number	Email Address
NATURES PATH	NATURES PATH	NATURES PATH	\$7,281.60		Checking	021409169	

APPROVAL(S):

1 04/05/2021 9:10 AM Jody Parton

2 04/05/2021 9:20 AM SANDRA HAMADA

~~Continued~~ *Rescheduled* from

JUN 17 2021 to JUN 24 2021

STARN · O'TOOLE · MARCUS & FISHER

A LAW CORPORATION

June 15, 2020

VIA ELECTRONIC MAIL

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2021 JUN 14 PM 2:35

**Re: New Liquor License Application App No.: 21-22471 PINT SIZE HAWAII
MANAGER, LLC dba Pint Size Hawaii, Wholesale General License located at
99-1287 Waiua Place, Aiea HI 96701 // Supplemental Information**

Dear Commissioners:

As you know, this firm is the Authorized Agent for PINT SIZE HAWAII MANAGER, LLC dba Pint Size Hawaii ("Applicant" or "Manager"). In reviewing the Licensing Investigative Report dated June 4, 2021¹ (the "Report"), we thought it would be helpful to provide written responses to certain of the statements and assertions posed therein in anticipation of our preliminary hearing date on June 17, 2021.

I. BACKGROUND

Applicant submitted its application for a new liquor license in October of 2020. Since that time, we have been working with Investigator Foster and Supervising Investigator Sato to process this application. We thought we were going to be set for preliminary hearing on February 18, but then never received a notice of hearing. When we followed up, we were told that the Report was still under review but that we would be set for preliminary hearing shortly.

Then we started receiving numerous requests for financial information and other information over the course of several months related to Applicant's Ualena Street location (License No. C0120). We responded to each request fully and had a number of phone calls with the investigators even though it was not clear to us why the investigators were asking about the Ualena Street location when processing our new application for a different location.

¹ We received the report via e-mail from Supervising Investigator Daniel Sato on June 10, 2021.

Several months later we received the Report which states that Applicant “has not complied with the minimum requirements of filing this application” and also alleges a violation under License No. C0120.² This letter will address concerns raised in the Report related to the new application as well as the alleged violations under License No. C0120.

II. APPLICANT HAS COMPLIED WITH THE MINIMUM REQUIREMENTS FOR FILING THE APPLICATION AND MEETS STATUTORY REQUIREMENTS.

Pint Size Hawaii, LLC, a Delaware limited liability company (“Owner”) is the leading frozen and chill distributor in Hawaii. In early 2019, Owner acquired the business assets of Kahuna Distribution LLC, a Hawaii limited liability company (later known as KDX, LLC) (“KDX”). Later that same year, Owner engaged Applicant to manage its liquor operations and Applicant obtained a transfer of the liquor license from KDX. Since that time, Applicant has been managing the Ualena Street operations on behalf of Owner. Applicant has never received a serious violation from the Commission.³

The Report identifies a number of concerns related to various aspects of the operations and the manager-owner relationship, all of which will be addressed below.

A. Applicant is permitted to use the trade name “Pint Size Hawaii.”

The Report states that the “trade name is NOT assigned” to Applicant and that it was assigned to “The Pint Size Corporation.” This statement is not correct.

The trade name “Pint Size Hawaii” was registered by The Pint Size Corporation. In 2016, there was a merger of The Pint Size Corporation and Owner, and Owner was the surviving entity. Attached here to as **Exhibit 1** is a copy of the certificate of merger. As it stands today, the trade name “Pint Size Hawaii” is owned by Owner and its use has been licensed to the Applicant pursuant to the Management Agreement. Paragraph 18 of the Management Agreement provides as follows:

Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name “Pint Size Hawaii” (the “Trade Name”) in connection with the services provided hereunder by Manager.

It is customary to license the use of a trade name and this license is sufficient to allow Applicant to do business as Pint Size Hawaii.

² It is not clear to us that the Report for the new license is the proper venue to assert a violation under License No. C0120, but we will respond to these allegations in turn.

³ Applicant received one violation when the license was first transferred to the entity due to the timing of closing and the issuance of the license.

B. The form of the Management Agreement is customary and consistent with statutory requirements.

The Report references the Management Agreement dated October 22, 2020. However, this is not the current form of Management Agreement. Based on correspondence with Investigator Foster, the Management Agreement was amended and restated. Attached hereto as **Exhibit 2** is a copy of the redline of the amended and restated agreement sent to Investigator Foster as well as some of the email correspondence related to the Management Agreement and application generally.⁴ Also attached as **Exhibit 3** is a clean version for review.

Excerpted below are some of the salient provisions of the Management Agreement (emphasis added):

- Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. *Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership.*
- Manager shall control and manage all employees. Pint Size will be the named employer of the employees.⁵ Notwithstanding the foregoing, *Manager will be responsible for the hiring, firing, training, and overall responsibility for the employees.*
- *Manager is authorized to draw from the operating account of Pint Size in order to perform its duties hereunder.* This includes, without limitation, payment of payroll, taxes, inventory purchases, and renewal fees and fees on gross liquor sales.

⁴ After sending the revised Management Agreement to Investigator Foster we did not hear back from him and assumed that he had no further questions or concerns regarding the Management Agreement.

⁵ It is customary and common practice for the owner to be the “named employer” even though manager is in control of hiring, firing and training of employees.

These provisions demonstrate the *exclusive possession and control* of the business operations in Manager. As is customary in management agreements, Applicant receives a management fee for its services and the profits / losses of the business are attributed to the owner.

- C. Consistent with the Management Agreement and normal business practices, Owner's operating account is used to operate the business, subject to the Manager's control.

The Report implies that Manager does not have exclusive possess and control of the business because Owner's business account is used to pay for employees, insurance, inventory, etc. This actually demonstrates quite the opposite – *Manager in fact has exclusive possession and control over the business, even to the point of having control over Owner's bank account.*

Consistent with normal business practice for any manager-owner type of arrangement, the manager manages the day-to-day operations, and the owner is in a passive role. As is customary, the Owner's name is on the bank account, but Manager is the one who is actually handling the payments, receipts, accounting, etc. As the manager of the business, Applicant is responsible for making sure the employees are paid, insurance is in place, taxes are properly accounted for and paid to the respective taxing authorities, etc. The Owner is doing none of this.

- D. No co-mingling of funds with other entities is occurring.

The Report states that the business operating account is being intermingled with various other entities. This is not the case and would not be sound business practice. The business operating account is only used for the business operations of Owner. The bank statement is clear that the only name on the account is "Pint Size Hawaii LLC." Applicant, as the business manager, has access and control over the account pursuant to the Management Agreement, but even the manager's own funds are held in a separate account (as was noted in the Report).

As mentioned previously, The Pint Size Corporation was merged into Owner in 2016. Some customers still make payments using the name "Pint Size Corporation." Similarly, some customers, despite numerous reminders, think the Owner's name is "Pint Size Hawaii, Inc." and continue to make payments under that name. So long as the account number is correct, and the name is similar, the bank will generally process these payments, especially the ACH and EDI payments. We will continue to remind customers to attach the correct name to their payments, but we hope the Commission will be understanding in this regard.

- E. As is the usual practice, Owner is the ground lessee and Manager is the manager of the business operations.

The Report implies that because the Owner is the ground lessee, Manager does not have sufficient control over the operations. This statement is contradicted by the Management Agreement which gives complete possession and control over the business operations to Applicant.

Moreover, this is contracted by normal business practices. There are numerous hotels, restaurants and other businesses where one entity is the fee owner / lessee of the premises, but the licensee has possession and control via a management agreement.

F. Applicant is the proper entity to hold the license pursuant to Hawaii's liquor laws.

Applicant is the proper entity to hold the license pursuant to Hawaii Revised Statutes ("HRS") Chapter 281 because Applicant is the true operator of the business and has exclusive possession and control over the licensed premises. In Section 3 of the Management provides that ". . . Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership[.]"

Section 281-3 provides:

It shall be unlawful for any person not having a valid license to manufacture or sell any liquor except as otherwise provided in this chapter; . . . A license shall constitute authority for the licensee to sell only the liquor thereby authorized to be sold by the licensee.

Section 281-41(h) further provides:

If any licensee without prior approval transfers to any other person the licensee's business for which the licensee's license was issued, either openly or under any undisclosed arrangement, whereby any person, other than the licensee, **comes into exclusive possession or control of the business** or takes in any partner or associate who would be unfit or improper to hold a license pursuant to section 281-45, the commission may in its discretion suspend or cancel the license. (Emphasis added.)

Here, Applicant is completely managing the business operations: controlling the bank account, purchasing inventory, selling to customers, and hiring, firing, and training employees. Owner's role here is not sufficient to meet the standards set forth by Hawaii law. While Owner may be the ground lessee and the named employer on paper, the business itself is being controlled by the Applicant.

The Investigative Report implies that the license should be held by Owner, but that would appear to be a violation of HRS 281-41(h) given that the Management Agreement gives exclusive possession and control of the premises to the Applicant. Moreover, the Management Agreement gives ultimate responsibility for the business operations – *i.e.*, the operation of the Wholesale Dealership – to the Applicant.

III. THERE HAS BEEN NO VIOLATION UNDER LICENSE NO. C0120.

The Report goes on to cite potential violations of Applicant under License No. C0120. Upon review, each of these issues are customary business practices under a management

agreement and **do not** constitute violations. We would like to address each of these in turn for the Commission.

- A. *"All business and liquor transactions currently occur under an unlicensed person and/or entity."*

Response: This is not true. The liquor purchases and sales are made by Manager pursuant to License No. C0120 and the management agreement between Owner and Manager. The Management Agreement between the Owner and Applicant for the Ualena Street location was part of the application for the transfer of License No. C0120 and was approved by the Commission.

- B. *"Applicant is purported to [be] the licensee entity, however all business transactions from profit and loss is to a non-licensed Pint Size Hawaii, LLC. The applicant cannot operate without the management agreement, therefore does not have exclusive possession and control of the current wholesale liquor license."*

Response: As noted above, it is customary for the accounts to be in the name of Owner and for Manager to be able to draw upon the accounts. Manager is operating the business on Owner's behalf and is compensated separately. All income from the business belongs to Owner. Benefitting from the income does not make the Owner the operator of the business – rather the opposite, the Owner is simply collecting passive income.

Many businesses cannot operate without a manager entity. For example, hotels have managers and management agreements. These managers often hold the liquor license for the hotel – not the owner. Applicant's status as a manager cannot be a reason to issue a violation; and especially when the license was granted based on the Commission's knowledge that the Applicant would be the manager of the business.

- C. *"The Trade name is NOT assigned to the Applicant, nor the Owner, however was assigned to 'The Pint Size Corporation.'"*

Response: As explained above in Section II.A, the trade name "Pint Size Hawaii" is owned by Owner and its use has been licensed to the Applicant pursuant to the Management Agreement.

III. CLOSING REMARKS

Applicant has run a successful and legal operation at its Ualena Street location. Applicant now seeks another liquor license for its primary location at Waiua Place. The long-term business plan is to ultimately consolidate everything into a single location at Waiua Place.

Applicant has demonstrated that it is capable of running a Wholesale Dealership and we hope the Commission will grant this application so that it may continue to grow its business operations.

We hope that this supplemental written response has addressed the concerns raised in the Report. Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,



Christina Okira, Authorized Agent for
PINT SIZE HAWAII MANGER, LLC

Enclosures.

cc: Daniel Sato
dsato@honolulu.gov

Matt Foster
mfoster@honolulu.gov

EXHIBIT 1

CERTIFICATE OF MERGER

FILED 07/05/2016 10:38 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

37817 F1 "THE PINT SIZE CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "PINT SIZE HAWAII, LLC" UNDER THE NAME OF
152731 C6 "PINT SIZE HAWAII, LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE,
A.D. 2016, AT 8:09 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

6025401 8100M
SR# 20164718322

Authentication: 202585136
Date: 06-30-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:09 AM 06/30/2016
FILED 08:09 AM 06/30/2016
SR 20164718322 - File Number 6025401

CERTIFICATE OF MERGER

OF

THE PINT SIZE CORPORATION
(a Delaware corporation)
(the "*Corporation*")

INTO

PINT SIZE HAWAII, LLC
(a Delaware limited liability company)
(the "*Limited Liability Company*")

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned Limited Liability Company executed the following Certificate of Merger:

First: The name of the surviving limited liability company is Pint Size Hawaii, LLC, a Delaware limited liability company, and the name of the corporation being merged into this surviving limited liability company is The Pint Size Corporation, a Delaware corporation.

Second: The Agreement and Plan of Merger dated as of June 30, 2016, by and among Pint Size Holding Corporation, a Delaware Corporation, the Corporation, and the Limited Liability Company (the "*Merger Agreement*") has been approved, adopted, certified, executed and acknowledged by the surviving Limited Liability Company and the merging Corporation.

Third: The name of the limited liability company surviving the merger is Pint Size Hawaii, LLC.

Fourth: The Merger Agreement is on file at 99-1287 Waiua Place, Aiea, Oahu, Hawaii 96701, the place of business of the surviving limited liability company.

Fifth: A copy of the Merger Agreement will be furnished by the surviving Limited Liability Company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

IN WITNESS WHEREOF, said Limited Liability Company has caused this Certificate of Merger to be executed by the undersigned authorized person this 30th day of June 2016.

Pint Size Hawaii, LLC a Delaware limited liability company

By: /s/ Richard McNally
Richard McNally, Secretary

EXHIBIT 2

REDLINE MANAGEMENT AGREEMENT AND EMAILS

AMENDED AND RESTATED

MANAGEMENT AGREEMENT AND TRADE NAME LICENSE AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____ 2020-2021 (the "Effective Date"), by and between Pint Size Hawaii, LLC, a Delaware limited liability company ("Pint Size") and Pint Size Hawaii Manager, LLC, a Hawaii limited liability company ("Manager");

WHEREAS, Pint Size is the "Tenant" and Queen Emma Land Company is the "Landlord" under that certain Halwa Business Park Lease dated November 9, 1989 for that certain property located at 99-1287 Waiua Place, Aiea, Hawaii 96701, bearing TMK No.: (1) 9-9-007-008 ("Property");

WHEREAS, Pint Size desires to engage the services of Manager to operate a wholesale dealership for the import and sale of alcoholic beverages on the Property and Manager has agreed to operate the wholesale dealership for Pint Size upon and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties previously entered into that certain Management Agreement and Trade Name License Agreement dated October 22, 2020 and now desire to enter this Agreement to further clarify and ~~hereto desire to set forth~~ in writing their understandings and agreements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Pint Size hereby engages Manager to render the services herein stated relating to the management of a wholesale dealership for the import and sale of alcoholic beverages on the Property ("Wholesale Dealership") and Manager accepts such engagement and shall discharge such duties in accordance with the terms of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and ending on the date which is five (5) years from the date thereof; provided, however, that this Agreement may be terminated by either party on thirty (30) days written notice (the "Operating Term").

3. Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not

limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership. This includes, without limitation, the following services:

a. Liquor License and Reporting. Manager shall obtain, hold and maintain in good standing all required liquor license for the Property. Manager shall timely complete and file all required renewals, gross liquor sales reports, and other filings as necessary under its own name (as the holder of the liquor license); provided, however that Manager may use the operating account funds to pay all fees on gross liquor sales and any other fees and costs associated with maintaining the liquor licenses.

b. Employees. Manager shall control and manage all employees. Pint Size will be the named employer of the employees. Notwithstanding the foregoing, Manager will be responsible for the hiring, firing, training, and overall responsibility for the employees.

c. Operating Account. Manager is authorized to draw from the operating account of Pint Size in order to perform its duties hereunder. This includes, without limitation, payment of payroll, taxes, inventory purchases, and renewal fees and fees on gross liquor sales.

~~a-d.~~ GET Returns. Manager shall timely complete and file the general excise tax returns on behalf of Pint Size.

4. Management Fee. The Management Fee for services rendered under this Agreement shall be as mutually agreed upon between the parties.

5. Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Manager ~~Pint Size~~. As noted above, Manager is authorized to make payments related to the services to be provided by Manger from the Pint Size operating account.

6. Insurance. Insurance for the Wholesale Dealership shall be provided as mutually agreed upon between the parties.

7. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communication (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified air mail, postage prepaid, return receipt requested, addressed to the party to be so notified. Any Notice shall be deemed delivered upon the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Notices may also be delivered by (i) hand, (ii) special courier, or (iii) facsimile or other electronic written communication, provided that in any such case receipt of such notice is acknowledged by the addressee through appropriate return written communication.

8. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation

between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

9. Applicable Law and Binding Effect. This Agreement shall be construed and governed under and by the laws of the State of Hawaii, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Venue for any proceeding shall be in Maui, Hawaii.

10. Remedies. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief that may be available

11. Severability. If any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, it shall be severed from this Agreement and the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

12. Section Headings. The section headings used throughout this Agreement are for reference and convenience only, and in no way define, limit or describe the scope or intent of this Agreement or affect its provision.

13. Force Majeure. If by reason of war, riots, civil commotion, labor disputes, strikes, lockouts, inability to obtain labor or materials, fire or other acts or elements, accidents, government restrictions or appropriation or other causes, whether like or unlike the foregoing, beyond the control of a party hereto, such party is unable to perform in whole or in part its obligations under this Agreement, then in such event such party shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform, so caused, shall not make such party liable to the other.

14. Governmental Regulations. Manager shall, at its sole cost and expense, comply with all of laws, rules, regulations and requirements of all county, state and federal authorities now in force, or which may hereafter be in force, with respect to the management and operation of the Wholesale Dealership.

15. Restriction on Assignments and Transfers. Manager shall not assign or transfer this Agreement, or any interest herein and any such assignment, transfer, or attempt to do so shall be void, and shall, at the option of Pint Size, terminate this Agreement.

16. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Pint Size, its successors or assigns, on the one part, and Manager and its successors and assigns, on the other part.

17. Transfer of Licenses and Permits Upon Termination. Prior to the termination of this Agreement, Manager shall cooperate with Pint Size to effect the transfer any and all permits and licenses needed in connection with the operation and management of the Wholesale Dealership to Pint Size or Pint Size's designee. This includes, without limitation, any liquor license or federal basic permit held by Manager. Notwithstanding anything to the contrary, the parties understand that any transfer of the liquor license needs to be approved by the Honolulu Liquor Commission and any transfer of the federal basic permit needs to be approved by the U.S. Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau. During the term of this Agreement and prior to any transfer of the liquor license, Manager shall remain and be responsible at all times for compliance with and resolving any violations related to the liquor license.

18. Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name "Pint Size Hawaii" (the "Trade Name") in connection with the services provided hereunder by Manager. Manager shall not be entitled to use the Trade Name for any other purpose. Manager understands and agrees that Pint Size reserves the right to use the Trade Name in other operations run by Pint Size or its affiliates. Pint Size shall at all times retain exclusive title to and ownership of the Trade Name and Manager shall not take any action inconsistent with such title and ownership. Manager shall not have the right to assign the right to use the Trade Name to any other party without Pint Size's prior written consent, which may be withheld in Pint Size's sole and absolute discretion.

19. Execution of Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Facsimile ("fax") or electronic copies of this Agreement shall be fully binding and effective for all purposes. Fax or electronic signatures will be treated the same as original signatures for purposes of binding the party or parties so signing.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;

SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pint Size:

PINT SIZE HAWAII, LLC, a Delaware limited liability company

By: _____
BRIAN CHRISTENSEN, its Manager

PINT SIZE HAWAII MANAGER, LLC, a Hawaii limited liability company

By: _____
SANDRA HAMADA, its Manager

Christina Ohira

From: Christina Ohira <cohira@starnlaw.com>
Sent: Thursday, April 8, 2021 3:18 PM
To: Foster, Matthew; Sato, Daniel T
Subject: RE: Pint Size Hawaii
Attachments: Pint Size Hawaii - Management Agreement (Waiua).DOC

Matt,

Thank you for sending these questions. I have set forth our responses below. I'm also attaching a redline of the Management Agreement. Based on your questions, we have created a draft amended and restated agreement to clarify the authorizations given to Manager and responsibilities of the Manager. We're happy to keep the agreement in draft form until approval by the Commission at which point the parties will sign and execute. This way we can address any other comments or concerns going forward.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfooster@honolulu.gov>
Sent: Tuesday, April 6, 2021 10:37 AM
To: Christina Ohira <cohira@starnlaw.com>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

Thank you for the clarification.

Pint Size Hawaii Manager, LLC is the licensee, not Pint Size Hawaii, LLC.:

1. The Management agreement between Pint Size Hawaii Manager, LLC and Pint Size Hawaii, LLC states under section 3: "Services of Manager.Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of

the Wholesale Dealership, including all matters of operation and management....” **[Christina Ohira]** We have revised this provision to clarify Manger’s responsibilities and authority to use the Pint Size Hawaii operating account for various payments.

- a. The employees are employed by whom? **[Christina Ohira]** The named employer is Pint Size Hawaii. Manger has complete control over the employees. This is similar to the way in which hotel operations run where the “owner” is the named employer, but the “manager” has complete control over the employees.
 - b. The payroll is paid by whom? **[Christina Ohira]** Payment is processed by Manager through the Pint Size Hawaii operating account. Again, similar to a hotel operation where the manager uses the owner’s operating accounts to pay operating expenses of the hotel.
 - c. The liquor purchases are made by whom? **[Christina Ohira]** Purchases are made by Manager and payment is via the Pint Size Hawaii operating account.
 - d. The sales taxes are reported under and paid by whom? **[Christina Ohira]** The State of Hawaii has no “sales tax.” Assuming you are referring here to the general excise tax (“GET”). GET is reported under Pint Size Hawaii and taxes are paid via the Pint Size Hawaii operating account. Manager is responsible for preparing and filing the GET returns on behalf of Pint Size Hawaii.
 - e. The Annual Gross Liquor Sales are reported under and paid by whom? **[Christina Ohira]** The gross liquor sales are reported under Manager (as the license holder) and fees are paid via the Pint Size Hawaii operating account.
2. The Management agreement between Pint Size Hawaii Manager, LLC and Pint Size Hawaii, LLC states under section 5: “Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Manager.” **[Christina Ohira]** Thank you for catching this typo. It should read “to be provided by Pint Size.” The correction has been made and clarifying language added.
- a. If there is no revenue, how are operating expenses paid? Out of where is this getting paid?
[Christina Ohira] We have added language to make it clear that Manager is authorized to use the Pint Size operating account in connection with the services provided under the Agreement.

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfoster@honolulu.gov
Office Direct: 808-768-7349
Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Tuesday, April 6, 2021 9:46 AM
To: Foster, Matthew; Sato, Daniel T
Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Since Pint Size Hawaii Manager ("Manager") is running the liquor operations for Pint Size Hawaii, the Manager is authorized to make payments from Pint Size Hawaii's accounts directly. This arrangement is similar to hotel or other businesses where a manager is operating the liquor service.

Hope that helps clear things up. What sort of documentation are you looking for here? Did want to see Pint Size Hawaii's bank statements?

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Tuesday, April 6, 2021 9:41 AM
To: Christina Ohira <cohira@starnlaw.com>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I was just about to message you. I wanted to thank you for the response concerning the bank account. I'm inquiring because I'm hoping you can help clarify some things:

The financial documents provided in the transfer application for Pint Size Manager, LLC (Transfer application No. #19-15731) on **January 31, 2019** lists the Ending Balance as \$10,000.

The financial documents provided in the transfer application for Pint Size Manager, LLC (New application No. #21-22471) on **September 30, 2020** lists the Ending Balance as \$10,000. According to the American Savings Bank Statement of Account, there has been no additions or subtractions from the account for the duration (20 months) that Pint Size Manager, LLC has been a licensee.

As you've confirmed that Pint Size Manager, LLC has only one bank account, my confusion is where are the liquor purchases, liquor sales, employee payroll, taxes, insurance, rent payments, and all other accounts payable originating from? Can you provide the documentation for which account these accounts transactions are occurring from?

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfoster@honolulu.gov
Office Direct: 808-768-7349
Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Tuesday, April 6, 2021 9:02 AM
To: Foster, Matthew; Sato, Daniel T
Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt/Daniel,

Any chance of getting a hearing date soon? I know you guys are slammed, but the client is getting a little anxious since we submitted the application on October 28, 2020. Thank you for understanding.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Christina Ohira
Sent: Thursday, March 25, 2021 8:50 AM
To: Foster, Matthew <mfoster@honolulu.gov>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Matt,

Just confirmed with the client. Pint Size Hawaii Manager has a single bank account in its name.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Thursday, March 18, 2021 12:19 PM
To: Christina Ohira <cohira@starnlaw.com>; Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I'm in the process of finalizing everything and I came across something that I hope you can help me clear up. Does Pint Size Hawaii Manager, LLC utilize more than one bank account?

Mahalo,

Matthew Foster

Honolulu Liquor Commission
City and County of Honolulu
Liquor Control Investigator III
711 Kapiolani Blvd., Suite 600, Honolulu HI 96813
mfoster@honolulu.gov
Office Direct: 808-768-7349
Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Wednesday, March 10, 2021 5:42 PM
To: Sato, Daniel T
Cc: Foster, Matthew
Subject: RE: Pint Size Hawaii

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Daniel,

Thank you for the update.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Sato, Daniel T <dsato@honolulu.gov>
Sent: Wednesday, March 10, 2021 5:04 PM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,
Just to let you know we are still actively reviewing the agreements. I will let you know soon.
Daniel

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Friday, March 5, 2021 4:50 PM
To: Sato, Daniel T <dsato@honolulu.gov>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Daniel,

Please see my responses below.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Sato, Daniel T <dsato@honolulu.gov>
Sent: Friday, March 5, 2021 4:10 PM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

If Pint Size Hawaii Manager, LLC was in the process of winding down, the remaining assets shall be distributed to the sole member Pint Size Hawaii, LLC, is that correct? **[Christina Ohira]** Essentially, yes. Per Article 10 of the Operating Agreement: "Upon the occurrence of a dissolution event set forth in Article Eleven of this Agreement, after determining that all known debts and liabilities of the Company have been paid or adequately provided for in the process of winding down, the remaining assets shall be distributed to the Members."

If Pint Size Hawaii Manager, LLC (applicant) was being dissolved, the decision could be made by Sandra Hamada or the sole member Pint Size Hawaii, LLC, is this correct? **[Christina Ohira]** The decision could be made by Sandra, the Sole Member or pursuant to court order. Per Article 11 of the Operating Agreement: "The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following: (a) upon the entry of a decree of judicial dissolution pursuant to section 428-801 of the Act; (b) upon the decision of the Manager; or (c) upon the decision of the Members holding a majority of the Interest."

As for the operating agreement of Pint Size Hawaii Manager, LLC, was it amended or changed from December 7, 2018? **[Christina Ohira]** – No Amendments or changes from the original agreement.

Sorry Tina, about to leave the office. I will try to get more into the agreements on Monday morning and will be able to assist Matt then (currently out of office). If you could provide responses for the aforementioned questions, I would appreciate it!

Daniel

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Friday, March 5, 2021 3:59 PM
To: Sato, Daniel T <dsato@honolulu.gov>
Cc: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

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Daniel,

Yes, that is correct. Sandra is Manager of the applicant.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com<<mailto:cohira@starnlaw.com>>
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com<<http://www.starnlaw.com>>

****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.**

On Mar 5, 2021 3:50 PM, "Sato, Daniel T" <dsato@honolulu.gov> wrote:

Just a quick question,

The right, power and authority to manage, control and conduct the business and affairs of the Pint Size Hawaii Manager, LLC, is Sandra Hamada, is that correct?

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Thursday, March 4, 2021 8:17 PM
To: Sato, Daniel T <dsato@honolulu.gov>; Foster, Matthew <mfoster@honolulu.gov>
Subject: Re: Pint Size Hawaii

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Daniel,

There have not been any changes to the Kiahuna Distribution site operations other than possibly business hours due to COVID. Is there something in particular you are wondering about? They still are only warehousing kombucha drinks.

Thank you,

Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: COhira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Sato, Daniel T <dsato@honolulu.gov>
Sent: Thursday, March 4, 2021 5:40 PM
To: Christina Ohira <cohira@starnlaw.com>; Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I have to read through the agreements and the investigative report from the last time. As of today, were there any changes as far as operations from before (Airport)? I will be leaving the office shortly and will check this email tomorrow morning.

Daniel

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Thursday, March 4, 2021 5:08 PM

To: Foster, Matthew <mfoster@honolulu.gov>; Sato, Daniel T <dsato@honolulu.gov>

Subject: RE: Pint Size Hawaii

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Daniel and Matt,

Just wanted to check in with you guys on this.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com

Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Thursday, February 25, 2021 8:25 AM
To: Sato, Daniel T <dsato@honolulu.gov>; Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Dan,

Understood. Thank you.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Sato, Daniel T
Sent: Thursday, February 25, 2021 8:24 AM
To: Foster, Matthew; Christina Ohira
Subject: RE: Pint Size Hawaii

Matt,

I'll try meet with you on this case sometime this week. I spoke with Christina yesterday regarding some of the possible issues and that we would clarify some points in the report with her.

Daniel

From: Foster, Matthew
Sent: Thursday, February 25, 2021 8:12 AM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

I apologize, I was out of the office unexpectedly for a few days. The report is being finalized right now as I respond to you. I am actively working on some corrections and adjustments.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Tuesday, February 23, 2021 10:23 AM

To: Foster, Matthew

Cc: Sato, Daniel T

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt and Daniel,

Just checking in on this. Do you think we'll be assigned a hearing date soon?

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher

A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Wednesday, February 17, 2021 9:01 AM
To: Christina Ohira <cohira@starnlaw.com>
Cc: Sato, Daniel T <dsato@honolulu.gov>
Subject: RE: Pint Size Hawaii

Christina,

Thank you for the response. As I stated earlier, I'm actively working on your case and will be in contact should I need anything. I appreciate your patience and assistance.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Wednesday, February 17, 2021 8:49 AM

To: Foster, Matthew

Cc: Sato, Daniel T

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt and Daniel,

Thank you for the update. Could you please let me know if there are any issues or if you need any additional information? I want to make sure you have everything you need ahead of the hearing date.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>

Sent: Wednesday, February 17, 2021 7:46 AM

To: Christina Ohira <cohira@starnlaw.com>

Subject: RE: Pint Size Hawaii

Christina,

I'm finalizing the report today. Had a few back and forth with Dan, but it is the focus for today.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]
Sent: Tuesday, February 16, 2021 10:23 AM
To: Foster, Matthew
Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Just checking in with you on this. Are we on for the Feb 18th hearing? I didn't receive a notice.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Wednesday, February 3, 2021 2:48 PM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Christina,

I apologize, Yes, I'm just making some final corrections to the report. I'm aiming for February 18 for hearing.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Tuesday, February 2, 2021 5:39 PM

To: Foster, Matthew

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Just checking in with you on this. I know you were going to submit your report in early January. Do you think we'll get a preliminary hearing date soon?

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Christina Ohira
Sent: Wednesday, January 6, 2021 7:47 AM
To: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Matt,

Thank you for the update. 😊

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Wednesday, January 6, 2021 7:46 AM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Tina,

I'm wrapping up the report and I'll be submitting it for approval this morning. I'll reach out with any questions or concerns. Thank you.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Tuesday, January 5, 2021 4:11 PM

To: Foster, Matthew

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Just checking in to see if you have any other questions.

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation
Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900

Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Christina Ohira
Sent: Monday, December 28, 2020 7:58 PM
To: Foster, Matthew <mfoster@honolulu.gov>
Subject: RE: Pint Size Hawaii

Matt,

Please see my answers to your questions below.

Quick Questions:

1. Initial Start-up costs and financing? – **[Christina Ohira]** – None, this is an existing business.
2. Hours of operations? **[Christina Ohira]** – Warehouse: 7am – 8pm Monday through Friday and 11am – 7pm on Saturday. Drivers: 12am – 4pm.
3. Number of managers and employees? **[Christina Ohira]** – Operations management: 1 Director, 1 manager and 2 supervisors. Total warehouse and drivers are approximately 24 (if fully staffed).

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation

Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Monday, December 21, 2020 1:39 PM
To: Christina Ohira <cohira@starnlaw.com>
Subject: RE: Pint Size Hawaii

Tina,

Thank you, and to you as well.

Quick Questions:

1. Initial Start-up costs and financing?
2. Hours of operations?
3. Number of managers and employees?

Thank You.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

Cellular: 808-754-9487

From: Christina Ohira [<mailto:cohira@starnlaw.com>]

Sent: Monday, December 21, 2020 1:37 PM

To: Foster, Matthew

Subject: RE: Pint Size Hawaii

CAUTION: Email received from an EXTERNAL sender. Please confirm the content is safe prior to opening attachments or links.

Matt,

Thank you for the update! Have a Happy Christmas! 😊

Thank you,
Tina

Christina Ohira
Attorney at Law

Starn O'Toole Marcus & Fisher
A Law Corporation

Pacific Guardian Center, Makai Tower
733 Bishop Street, Suite 1900
Honolulu, HI 96813
Email: cohira@starnlaw.com
Telephone: (808) 537-6100
Facsimile: (808) 537-5434
Website: www.starnlaw.com

*****Due to COVID-19 related school and support service closures, please pardon the delay in responding as business and working schedules are affected.***

From: Foster, Matthew <mfoster@honolulu.gov>
Sent: Monday, December 21, 2020 1:09 PM
To: Christina Ohira <cohira@starnlaw.com>
Subject: Pint Size Hawaii

Christina,

I've begun processing the new application for Pint Size Hawaii Manager, LLC. I'll be in contact if I have any questions of concerns.

Mahalo,

Matthew Foster

Honolulu Liquor Commission

City and County of Honolulu

Liquor Control Investigator III

711 Kapiolani Blvd., Suite 600, Honolulu HI 96813

mfoster@honolulu.gov

Office Direct: 808-768-7349

EXHIBIT 2

CLEAN VERSION OF MANAGEMENT AGREEMENT

AMENDED AND RESTATED

MANAGEMENT AGREEMENT AND TRADE NAME LICENSE AGREEMENT

THIS AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "Agreement") by and between Pint Size Hawaii, LLC, a Delaware limited liability company ("Pint Size") and Pint Size Hawaii Manager, LLC, a Hawaii limited liability company ("Manager") shall be effective on the date Manager obtains a liquor license for the Property (defined below) from the Honolulu Liquor Commission.

WHEREAS, Pint Size is the "Tenant" and Queen Emma Land Company is the "Landlord" under that certain Halwa Business Park Lease dated November 9, 1989 for that certain property located at 99-1287 Waiua Place, Aiea, Hawaii 96701, bearing TMK No.: (1) 9-9-007-008 ("Property");

WHEREAS, Pint Size desires to engage the services of Manager to operate a wholesale dealership for the import and sale of alcoholic beverages on the Property and Manager has agreed to operate the wholesale dealership for Pint Size upon and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties previously entered into that certain Management Agreement and Trade Name License Agreement dated October 22, 2020 and now desire to enter this Agreement to further clarify and set forth in writing their understandings and agreements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Pint Size hereby engages Manager to render the services herein stated relating to the management of a wholesale dealership for the import and sale of alcoholic beverages on the Property ("Wholesale Dealership") and Manager accepts such engagement and shall discharge such duties in accordance with the terms of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and ending on the date which is five (5) years from the date thereof; provided, however, that this Agreement may be terminated by either party on thirty (30) days written notice (the "Operating Term").

3. Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership. This includes, without limitation, the following services:

a. Liquor License and Reporting. Manager shall obtain, hold and maintain in good standing all required liquor license for the Property. Manager shall timely complete and file all required renewals, gross liquor sales reports, and other filings as necessary under its own name (as the holder of the liquor license); provided, however that Manager may use the operating account funds to pay all fees on gross liquor sales and any other fees and costs associated with maintaining the liquor licenses.

b. Employees. Manager shall control and manage all employees. Pint Size will be the named employer of the employees. Notwithstanding the foregoing, Manager will be responsible for the hiring, firing, training, and overall responsibility for the employees.

c. Operating Account. Manager is authorized to draw from the operating account of Pint Size in order to perform its duties hereunder. This includes, without limitation, payment of payroll, taxes, inventory purchases, and renewal fees and fees on gross liquor sales.

d. GET Returns. Manager shall timely complete and file the general excise tax returns on behalf of Pint Size.

4. Management Fee. The Management Fee for services rendered under this Agreement shall be as mutually agreed upon between the parties.

5. Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Pint Size. As noted above, Manager is authorized to make payments related to the services to be provided by Manger from the Pint Size operating account.

6. Insurance. Insurance for the Wholesale Dealership shall be provided as mutually agreed upon between the parties.

7. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communication (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified air mail, postage prepaid, return receipt requested, addressed to the party to be so notified. Any Notice shall be deemed delivered upon the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Notices may also be delivered by (i) hand, (ii) special courier, or (iii) facsimile or other electronic written communication, provided that in any such case receipt of such notice is acknowledged by the addressee through appropriate return written communication.

8. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

9. Applicable Law and Binding Effect. This Agreement shall be construed and governed under and by the laws of the State of Hawaii, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Venue for any proceeding shall be in Maui, Hawaii.

10. Remedies. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief that may be available

11. Severability. If any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, it shall be severed from this Agreement and the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

12. Section Headings. The section headings used throughout this Agreement are for reference and convenience only, and in no way define, limit or describe the scope or intent of this Agreement or affect its provision.

13. Force Majeure. If by reason of war, riots, civil commotion, labor disputes, strikes, lockouts, inability to obtain labor or materials, fire or other acts or elements, accidents, government restrictions or appropriation or other causes, whether like or unlike the foregoing, beyond the control of a party hereto, such party is unable to perform in whole or in part its obligations under this Agreement, then in such event such party shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform, so caused, shall not make such party liable to the other.

14. Governmental Regulations. Manager shall, at its sole cost and expense, comply with all of laws, rules, regulations and requirements of all county, state and federal authorities now in force, or which may hereafter be in force, with respect to the management and operation of the Wholesale Dealership.

15. Restriction on Assignments and Transfers. Manager shall not assign or transfer this Agreement, or any interest herein and any such assignment, transfer, or attempt to do so shall be void, and shall, at the option of Pint Size, terminate this Agreement.

16. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Pint Size, its successors or assigns, on the one part, and Manager and its successors and assigns, on the other part.

17. Transfer of Licenses and Permits Upon Termination. Prior to the termination of this Agreement, Manager shall cooperate with Pint Size to effect the transfer any and all permits and licenses needed in connection with the operation and management of the

Wholesale Dealership to Pint Size or Pint Size's designee. This includes, without limitation, any liquor license or federal basic permit held by Manager. Notwithstanding anything to the contrary, the parties understand that any transfer of the liquor license needs to be approved by the Honolulu Liquor Commission and any transfer of the federal basic permit needs to be approved by the U.S. Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau. During the term of this Agreement and prior to any transfer of the liquor license, Manager shall remain and be responsible at all times for compliance with and resolving any violations related to the liquor license.

18. Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name "Pint Size Hawaii" (the "Trade Name") in connection with the services provided hereunder by Manager. Manager shall not be entitled to use the Trade Name for any other purpose. Manager understands and agrees that Pint Size reserves the right to use the Trade Name in other operations run by Pint Size or its affiliates. Pint Size shall at all times retain exclusive title to and ownership of the Trade Name and Manager shall not take any action inconsistent with such title and ownership. Manager shall not have the right to assign the right to use the Trade Name to any other party without Pint Size's prior written consent, which may be withheld in Pint Size's sole and absolute discretion.

19. Execution of Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Facsimile ("fax") or electronic copies of this Agreement shall be fully binding and effective for all purposes. Fax or electronic signatures will be treated the same as original signatures for purposes of binding the party or parties so signing.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;

SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pint Size:

PINT SIZE HAWAII, LLC, a Delaware limited liability company

By: _____
BRIAN CHRISTENSEN, its Manager

PINT SIZE HAWAII MANAGER, LLC, a Hawaii limited liability company

By: _____
SANDRA HAMADA, its Manager

LICENSING INVESTIGATIVE REPORT

DATE: June 4, 2021

SUBJECT: New Liquor License application No. 21-22471 Pint Size Hawaii Manager, LLC dba Pint Size Hawaii, Wholesale General license, located at 99-1287 Waiua Place, Aiea HI. 96701

BACKGROUND:

On October 22, 2020, Pint Size Hawaii, LLC (Owner), entered into a management agreement with the applicant of this new application, Pint Size Hawaii Manager, LLC (Manager). Based on all the details and statements made by the applicant's attorney, it appears that Pint Size Hawaii Manager, LLC, appears to only manage and operate the wholesale business for Pint Size Hawaii, LLC, for the Owner.

The applicant for this liquor license, Pint Size Hawaii Manager, LLC (Manager) was formed as a single-purpose subsidiary entity, **for the purpose of providing some or all of the services outlined in the management agreement for Pint Size Hawaii, LLC (Owner.)**

Based on the terms of the management agreement, it appears that the proper applicant for this application should be **Pint Size Hawaii, LLC (Owner), and not the applicant as reported by this application #21-22471.**

NOTIFICATION OF AUTHORIZED AGENT:

In a Notification of Authorized Agent forms dated October 16, 2020, and received October 27, 2020, Pint Size Hawaii Manager, LLC authorizes Christina Ohira and Norman Cheng to represent the applicant in all liquor related matters.

COMPANY STRUCTURE:

Pint Size Hawaii Manager, LLC: was organized under the laws of the State of Hawaii on December 7, 2018 as a Manager-Managed limited liability company initially issuing 100 units.

The Manager and Sole Member is:

		<u>Units</u>	<u>Interest</u>
Pint Size Hawaii, LLC	Member	100	100%
Hamada, Sandra	Manager	0	0%
Total		100	0%

For further details of Sandra Hamada, see **Exhibits A** for biographical information. CJIS Computer System checks are negative for felony convictions. FBI checks are negative for Felony convictions.

Pint Size Hawaii, LLC: was organized under the laws of the State of Delaware on April 25, 2016 as a limited liability company authorized to issue 8,000,000 units of Class A voting units, and 1,000,000 units of Class B non-voting units, and is duly registered to do business in the state of Hawaii as a foreign limited liability company on May 20, 2016 and is currently in good standing. DCCA identifies that Pint Size Hawaii, LLC is Manager-Managed.

According to authorized representative Christina Ohira, **Pint Size Hawaii, LLC is managed by a Board of Directors from each of its members.**

The Managers/ Members are:

			<u>Units</u>	<u>Interest</u>
Keenley, Kevin	Manager		0	0%
McNally, Richard	Manager		0	0%
Christensen, Brian	Manager		0	0%
Oldenburg, William	Manager		0	0%
Smith, Gary	Manager		0	0%
Nathu, Kisen	Manager		0	0%
Fundamental Capital Pint Size Investors II, LLC	Member	A	3,785,600	47.32%
Encore Consumer Capital Taxable III, LP	Member	A	3,058,400	38.23%
Encore PSH Splitter, LP	Member	A	1,156,000	14.45%
Fundamental Capital, LLC	Member	B	1,000,000	0%
Total			9,000,000	100%

FINGERPRINTS:

Sandra Hamada was fingerprinted on June 19, 2019. Results were negative for felony convictions.

FINANCIAL STATEMENT OF PINT SIZE HAWAII MANAGER, LLC, AS OF SEPTEMBER 30, 2020:

Applicant submitted a Financial Statement dated October 16, 2020, and received by the Commission October 27, 2020 and certified by the applicant to be substantially correct.

COST AND FINANCING:

The applicant is currently in operation.

TRADE NAME:

The applicant submitted an approved State of Hawaii Department of Commerce and Consumer Affairs Registration of trade name dated May 4, 2016. The trade name is NOT assigned to the applicant from May 4, 2016 to May 3, 2021. **The registered trade name was assigned to “The Pint Size Corporation.”**

DESCRIPTION OF THE PREMISES:

Location: The irregular shaped premises is a multi-storied building, warehouse type, divided into three sections by two walls.

Details of premises:

- Approximately 34,755 square feet (overall)
- 3 separate Office Spaces approximately 900 square feet
- Main Warehouse approximately 7,200 square feet
- Cooler Warehouse approximately 2,300 square feet
- Mechanical Room approximately 900 square feet
- Loading dock
- Restrooms located within the licensed area

Parking: Parking stalls are available on the property

See floor plan marked as **Exhibit B**, for more details.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

None

SAME CLASS OF LICENSE WITHIN 500 FEET:

None

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

- Kind of business: Wholesale distributor
- Hours of Operation 8:00 a.m. to 6:00 p.m., Daily.
- 4 Managers / 20 employees

MASTER LEASE: The Land Court System Lease between Queen Emma Land Company {formerly the Queen Emma Foundation (Lessor)} and Pint Size Hawaii, LLC (Lessee) dated November 9, 1989, for a term of fifty-seven (57) years.

LANDLORD CONSENT: According to the LIQ-LIC-142 form submitted on October 27, 2020, Queen Emma Land Company (Landlord) advises that they have no objections to allow the applicant to sell or serve liquor on the premises.

FEDERAL BASIC PERMIT: The applicant has filed for a Federal Basic Permit with the U.S. Department of the Treasury. The permit was approved October 14, 2020 and was submitted with this application.

ISSUES WITH NEW APPLICATION:

A document dated, October 22, 2020 titled, "Management Agreement And Trade Name License Agreement" submitted with the application, identifies Pint Size Hawaii, LLC, as the "**Owner,**" and Pint Size Hawaii Manager, LLC identified as the "Manager," executed this agreement.

Details of the management agreement is as follows:

- **Term.** The term of this Agreement shall commence on the Effective Date and ending on the date which is **five (5) years** from the date thereof; provided,
- **Services of Manager.** Upon and subject to the terms and conditions of this Agreement, Parent (Pint Size Hawaii, LLC) hereby engages Applicant as the operator and manager of the Wholesale Dealership **during the Operating Term** and Applicant hereby accepts such engagement upon and subject to the terms and conditions set forth herein. Subject only to the provisions of this Agreement, Applicant shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership,
- **Management Fee.** The Management Fee for services rendered under this Agreement shall be as mutually agreed upon between the parties. **(UNDISCLOSED)**
- **Payment of Operating Expenses.** Manager shall pay all Operating expenses out of revenue or working capital otherwise provided by Manager.
- **All profits will be paid to OWNER (NOT THE APPLICANT)**

See **Exhibit C** for further details

INVESTIGATION/ STATEMENTS MADE BY APPLICANT:

The applicant has stated and confirmed the following as to the manner in which the premises has been operated and the business conducted under the previous license:

- The “American Savings Bank” (ASB) account opened under the licensee/ applicant, Pint Size Hawaii Manager, LLC has been inactive since **January 2019**. The ASB account was initially opened with a deposit of \$10,000 and no account activity has been identified through that business account. With the filing of this application, the ASB in the name of the “Pint Size Hawaii Manager, LLC” (licensee/ applicant) account balance remains at \$10,000.

This was the same “American Savings Bank” account utilized for the previous Transfer of Liquor License #19-15731 provided to the Commission on March 14, 2019.

See **Exhibit D** for further details

- The conduct of the current liquor license operations and business is conducted through an “American Savings Bank,” (ASB) account under the entity Pint Size Hawaii, LLC., **NOT THE APPLICANT**, Pint Size Hawaii Manager, LLC. This includes:
 - The payroll for employees
 - The payment of General Excise Tax (GET)
 - The payment of Insurance
 - The payment for liquor inventory
 - The accounting of liquor sales
- It appears as though the Applicant and Pint Size Hawaii, LLC financial conduct of business is intermingled with various other entities to include, but not limited to: Pint Size Hawaii (Applicant), Pint Size Hawaii, Inc., Pint Size Corporation, Pint Size Hawaii, LLC, and Pint Size LLC.

See **Exhibit E** for further details

INVESTIGATION/ STATEMENTS MADE BY APPLICANT-CONTINUED:

- It appears the Applicant, Pint Size Hawaii Manager, LLC is a shell company with no exclusive possession and control of the business.
- Per the applicant, it was confirmed that no financial transactions have occurred from the Applicant's bank account. It appears as though the Applicant has no rights or authority unless authorized by the Owner, Pint Size Hawaii, LLC per the Management Agreement.
- Pint Size Hawaii, LLC is the Lessee, Tenant of the Property, **NOT THE APPLICANT**, Pint Size Hawaii Manager, LLC.

Pint Size Hawaii Manager, LLC	Pint Size Hawaii, LLC
Inactive American Savings Bank Account	Active American Savings Bank Account
Federal Basic Permit	Lessee of Property
	Employee Payroll
	Insurance
	Taxes
	Liquor Purchases for resale
	Liquor Sales
	Utilities

In conclusion, exclusive possession and control of the business does not reside with the Applicant, Pint Size Hawaii Manager, LLC.

POTENTIAL VIOLATIONS OF PINT SIZE HAWAII MANAGER, LLC (APPLICANT):

Per Hawaii Revised Statutes (HRS): §281-1 "Licensee" includes also agents, servants, and employees of the holder of the liquor license.

Pursuant to HRS: §281-3 Illegal Manufacture, importation, or sale of liquor, It shall be unlawful for any person not having a valid license to....sell any liquor except as otherwise provided in this chapter.

All business and liquor transactions currently occur under an unlicensed person and/or entity.

POTENTIAL VIOLATIONS OF PINT SIZE HAWAII MANAGER, LLC
(APPLICANT)-CONTINUED:

Pursuant to HRS: §281-41 (h) If any licensee without prior approval transfers to any other person the licensee's business for which the licensee's license was issued, either openly or under any undisclosed arrangement, whereby any person, other than the licensee, comes into exclusive possession or control of the business or takes in any partner or associate who would be unfit or improper to hold a license pursuant to section 281-45, the commission may in its discretion suspend or cancel the license.

Applicant is purported to the licensee entity, however all business transactions from profit and loss is to a non-licensed Pint Size Hawaii, LLC. The applicant cannot operate without the management agreement, therefore does not have exclusive possession and control of the current wholesale liquor license.

Pursuant to HRS: §281-101 Manufacture or sale without license; penalty. If any person, acting in person or by or through any agent, servant, or employee, manufactures or sells any liquor, either directly or indirectly, or upon any pretense or by any subterfuge, except as authorized pursuant to this chapter,...

Federal regulations of the Federal Alcohol Administration Act:

The applicant, Pint Size Hawaii Manager, LLC has filed for a Federal Basic Permit with the U.S. Department of the Treasury. The permit was approved October 14, 2020 and was submitted with this application. **Pint Size Hawaii Manager, LLC** is federally permitted to conduct liquor sales and operations, **NOT** the Parent, Pint Size Hawaii, LLC. This could result in violation of Federal regulations of the Federal Alcohol Administration Act, Chapter 8, Section 203: Unlawful Business without a permit.

The Trade name is **NOT** assigned to the Applicant, nor the Owner, however was assigned to "The Pint Size Corporation."

OPINION:

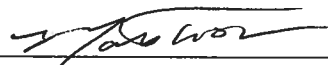
In my opinion, the applicant **has not** complied with the minimum requirements of filing this application. The current operations and business practices of the applicant with their current liquor license appears to violate Hawaii Revised Statutes and may not be in compliance with Federal Laws.

OPINION-CONTINUED:

The investigation indicates that the Owner (NOT THE APPLICANT) will have control over all of the business and operating accounts for the wholesaler, and shall have the final approval and final decision-making authority over the annual budget and the business shall retain exclusive rights to ownership of all work related output.


According to the management agreement, Pint Size Hawaii Manager, LLC, appears to be only managing the wholesaler on behalf of Pint Size Hawaii, LLC for the Owner and paid management fee.

Based on the forgoing issues, it appears that Pint Size Hawaii Manager, LLC **does not** meet statutory requirement for this new application, and additionally does not have exclusive possession and control over the liquor business operations of the Wholesaler License currently.



Matthew Foster
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator

How to distinguish COLDO
wholesale general license?
ch 6/7/21

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU

11 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

200 OCT 27 P 3:44

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Hamada, Sandra K SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
BUS. (808) 954-4658
CITY _____ STATE _____ ZIP CODE _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 3 YEAR COMPLETED 1981 NAME OF SCHOOL Waiakea High School, Hilo, HI
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 2 YEAR COMPLETED 1983 NAME OF COLLEGE University of Hawaii at Hilo, Hilo, HI
(include City and State)
OTHER EDUCATION _____
CITIZENSHIP* U.S. citizen DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
06/83	04/86	Entry-level Accountant	The Realty Investment Company, Ltd.	Hilo, HI
04/86	10/86	Assistant Accountant	Scan-Line, Inc.	Honolulu, HI
10/86	04/87	Loan Accounting Specialist	Honolulu Federal Savings & Loan Association	Honolulu, HI
04/87	06/95	Accounting Clerk IV	Liberty House, Inc.	Honolulu, HI
06/95	06/96	Accounting Specialist	Liberty House, Inc.	Honolulu, HI
06/96	07/00	Accounting Manager	Liberty House, Inc.	Honolulu, HI
07/00	11/01	Assistant Controller	Liberty House, Inc.	Honolulu, HI
12/01	02/04	Director of Corporate Accounting	Pomare, Ltd. dba Hilo Hattie	Honolulu, HI
03/04	02/06	Accounting Manager	The Pint Size Corporation	Aiea, HI
03/06	05/09	Controller	The Pint Size Corporation	Aiea, HI
05/09	Present	C.F.O.	The Pint Size Corporation/Pint Size Hawaii LLC.	Aiea, HI

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: Prepared liquor license report for Liberty House, Inc.

Currently manager for Pint Size Manager, LLC liquor license at 3060 UALENA STREET, UNIT F-1, Aiea, 101 Holomua St, Hilo,
and 425 Hananahao Pl. Lihue, HI 96766

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Sandra K. Hamada, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

Sandra Kiyoe Hamada
Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 16th day of October, in the year of 2020, personally appeared Sandra K. Hamada
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed

Sandra Kiyoe Hamada
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

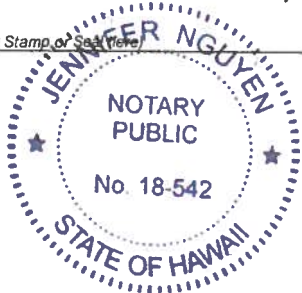
16th day of October, 2020

Jennifer Nguyen
Signature of Notary

Print Name: Jennifer Nguyen
Notary Public, State of Hawaii

My commission expires 09/23/2022

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: 10/16/2020 # of Pages: 2

Notary Name: Jennifer Nguyen First Circuit

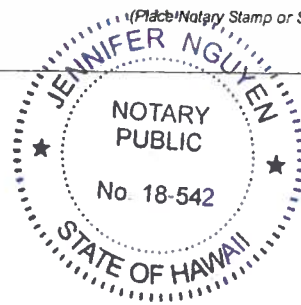
Doc. Description:

Personal History and Affidavit

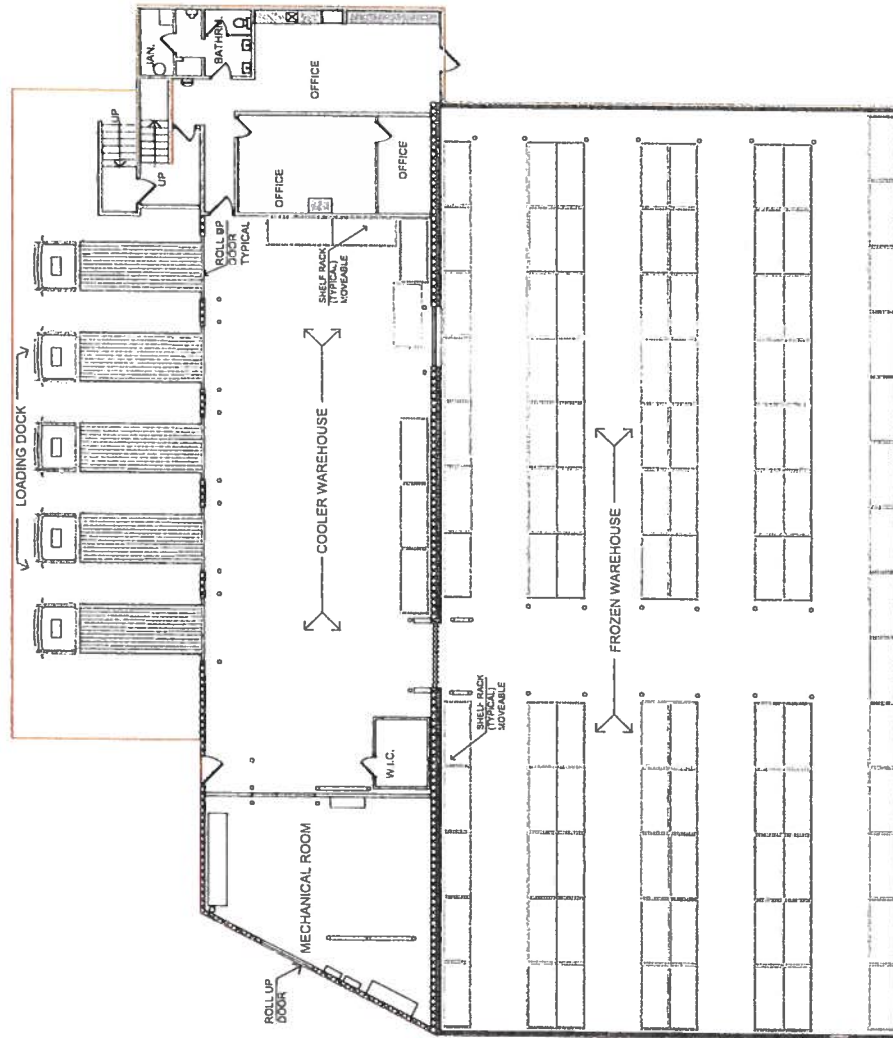
Jennifer Nguyen
Notary Signature

10/16/2020
Date

(Place Notary Stamp or Seal here)



WAIUA PLACE



A FLOOR PLAN
SK-1 SCALE: 1/16" = 1'-0"

Print Size Hawaii Manager, LLC
99-1287 WAIUA PLACE
MECA, HI 96701
TMK: 9-9-077:008
Date: _____
Scale: AS NOTED
Drawn: B.L.
Sheet No. 1 of 1
SK-1
Sheets

MANAGEMENT AGREEMENT AND TRADE NAME LICENSE AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of October 2020 (the "Effective Date"), by and between Pint Size Hawaii, LLC, a Delaware limited liability company ("Pint Size") and Pint Size Hawaii Manager, LLC, a Hawaii limited liability company ("Manager");

WHEREAS, Pint Size is the "Tenant" and Queen Emma Land Company is the "Landlord" under that certain Halwa Business Park Lease dated November 9, 1989 for that certain property located at 99-1287 Waiua Place, Aiea, Hawaii 96701, bearing TMK No.: (1) 9-9-007-008 ("Property");

WHEREAS, Pint Size desires to engage the services of Manager to operate a wholesale dealership for the import and sale of alcoholic beverages on the Property and Manager has agreed to operate the wholesale dealership for Pint Size upon and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereto desire to set forth in writing their understandings and agreements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Pint Size hereby engages Manager to render the services herein stated relating to the management of a wholesale dealership for the import and sale of alcoholic beverages on the Property ("Wholesale Dealership") and Manager accepts such engagement and shall discharge such duties in accordance with the terms of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and ending on the date which is five (5) years from the date thereof; provided, however, that this Agreement may be terminated by either party on thirty (30) days written notice (the "Operating Term").

3. Services of Manager. Upon and subject to the terms and conditions of this Agreement, Pint Size hereby engages Manager as the operator and manager of the Wholesale Dealership during the Operating Term and Manager hereby accepts such engagement upon and subject to the terms and conditions set forth herein. Subject only to the provisions of this Agreement, Manager shall have the sole and exclusive control, discretion and authority with respect to, and be responsible for, the operation of the Wholesale Dealership, including all matters of operation and management to the extent necessary to insure full compliance with all laws and regulations applicable to the operation of the Wholesale Dealership, including but not limited to all liquor laws and regulations applicable to the liquor license for the Wholesale Dealership.

4. Management Fee. The Management Fee for services rendered under this Agreement shall be as mutually agreed upon between the parties.

5. Payment of Operating Expenses. Manager shall pay all operating expenses out of revenues or working capital otherwise to be provided by Manager.

6. Insurance. Insurance for the Wholesale Dealership shall be provided as mutually agreed upon between the parties.

7. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communication (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified air mail, postage prepaid, return receipt requested, addressed to the party to be so notified. Any Notice shall be deemed delivered upon the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Notices may also be delivered by (i) hand, (ii) special courier, or (iii) facsimile or other electronic written communication, provided that in any such case receipt of such notice is acknowledged by the addressee through appropriate return written communication.

8. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

9. Applicable Law and Binding Effect. This Agreement shall be construed and governed under and by the laws of the State of Hawaii, and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Venue for any proceeding shall be in Maui, Hawaii.

10. Remedies. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief that may be available

11. Severability. If any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, it shall be severed from this Agreement and the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

12. Section Headings. The section headings used throughout this Agreement are for reference and convenience only, and in no way define, limit or describe the scope or intent of this Agreement or affect its provision.

13. Force Majeure. If by reason of war, riots, civil commotion, labor disputes, strikes, lockouts, inability to obtain labor or materials, fire or other acts or elements, accidents, government restrictions or appropriation or other causes, whether like or unlike the foregoing, beyond the control of a party hereto, such party is unable to perform in whole or in part its obligations under this Agreement, then in such event such party shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform, so caused, shall not make such party liable to the other.

14. Governmental Regulations. Manager shall, at its sole cost and expense, comply with all of laws, rules, regulations and requirements of all county, state and federal authorities now in force, or which may hereafter be in force, with respect to the management and operation of the Wholesale Dealership.

15. Restriction on Assignments and Transfers. Manager shall not assign or transfer this Agreement, or any interest herein and any such assignment, transfer, or attempt to do so shall be void, and shall, at the option of Pint Size, terminate this Agreement.

16. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Pint Size, its successors or assigns, on the one part, and Manager and its successors and assigns, on the other part.

17. Transfer of Licenses and Permits Upon Termination. Prior to the termination of this Agreement, Manager shall cooperate with Pint Size to effect the transfer any and all permits and licenses needed in connection with the operation and management of the Wholesale Dealership to Pint Size or Pint Size's designee. This includes, without limitation, any liquor license or federal basic permit held by Manager. Notwithstanding anything to the contrary, the parties understand that any transfer of the liquor license needs to be approved by the Honolulu Liquor Commission and any transfer of the federal basic permit needs to be approved by the U.S. Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau. During the term of this Agreement and prior to any transfer of the liquor license, Manager shall remain and be responsible at all times for compliance with and resolving any violations related to the liquor license.

18. Use of Trade Name. During the term of this Agreement, Pint Size hereby grants to Manager a nonexclusive right to use the trade name "Pint Size Hawaii" (the "Trade Name") in connection with the services provided hereunder by Manager. Manager shall not be entitled to use the Trade Name for any other purpose. Manager understands and agrees that Pint Size reserves the right to use the Trade Name in other operations run by Pint Size or its affiliates. Pint Size shall at all times retain exclusive title to and ownership of the Trade Name and Manager shall not take any action inconsistent with such title and ownership. Manager shall not have the right to assign the right to use the Trade Name to any other party without Pint Size's prior written consent, which may be withheld in Pint Size's sole and absolute discretion.

19. Execution of Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes,

including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. Facsimile ("fax") or electronic copies of this Agreement shall be fully binding and effective for all purposes. Fax or electronic signatures will be treated the same as original signatures for purposes of binding the party or parties so signing.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;

SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pint Size:

PINT SIZE HAWAII, LLC, a Delaware limited liability company

By: 
BRIAN CHRISTENSEN, its Manager

PINT SIZE HAWAII MANAGER, LLC, a Hawaii limited liability company

By: 
SANDRA HAMADA, its Manager



AMERICAN
Savings Bank

P.O. Box 2300
Honolulu, Hawaii 96804-2300

Statement of Account

Last Statement: January 23, 2019
This Statement: January 31, 2019
Days in statement period: 8

Account Number:

PINT SIZE HAWAII MANAGER LLC
99-127 WAIUA PLACE
AIEA HI 96701



001074 1100

Confirm preauthorized transfers and direct inquiries to:
808-627-6900 (Oahu)
800-272-2566 (Neighbor Islands and Mainland)

Best wishes for a wonderful holiday season and a new year filled with joy. Mahalo for being an American Savings Bank customer.

BIZ CLASSIC CHECKING

Account Number:

Beginning Balance	\$0.00	Average Balance	\$2,222.22
Total Additions	\$10,000.00		
Total Subtractions	\$0.00		
Ending Balance	\$10,000.00		

Account Activity

Date	Description	Additions	Subtractions	Balance
01/23/19	BEGINNING BALANCE			\$0.00
01/30/19	TRANSFER CREDIT	\$10,000.00		\$10,000.00



Member FDIC



AMERICAN
Savings Bank

P.O. Box 2300
Honolulu, Hawaii 96804-2300

Statement of Account

Last Statement: August 31, 2020
This Statement: September 30, 2020
Days in statement period: 30

Account Number:

Confirm preauthorized transfers and direct
inquiries to:
808-627-6900 (Oahu)
800-272-2566 (Neighbor Islands and Mainland)

PINT SIZE HAWAII MANAGER LLC
99-127 WAIUA PLACE
AIEA HI 96701

001859 1100

BIZ ESSENTIALS CHECKING

Account Number:

Beginning Balance	\$10,000.00
Total Additions	\$0.00
Total Subtractions	\$0.00
Ending Balance	\$10,000.00

Average Balance	\$10,000.00
-----------------	-------------

Account Activity

No Activity For This Period

RECEIVED
LIQUOR COMMISSION
C.C. OF HONOLULU
SEP 30 2020 3:14 PM



Member FDIC



AMERICAN Savings Bank

P.O. Box 2300
Honolulu, Hawaii 96804-2300

Statement of Account

Last Statement: March 31, 2021
This Statement: April 30, 2021
Days in statement period: 30

Account Number:

Confirm preauthorized transfers and direct inquiries to:
808-627-6900 (Oahu)
800-272-2566 (Neighbor Islands and Mainland)

PINT SIZE HAWAII LLC
99-1287 WAIUA PL
AIEA HI 96701

001284 1100

ANALYZED BUSINESS CHECKING

Account Number:

Beginning Balance \$4,721,377.09
Total Additions \$4,609,318.64
Total Subtractions \$5,463,010.28
Ending Balance \$3,867,685.45

Average Balance \$4,402,650.84
Number of Images 580

Checks Paid

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
63	04/20	131.88	18642 *	04/01	366.75	18724 *	04/19	111.50
17962 *	04/12	120.50	18665 *	04/12	9,601.69	18725	04/02	1,030.13
17985 *	04/15	100.00	18669 *	04/01	1,719.00	18729 *	04/01	679.47
18265 *	04/06	115.50	18675 *	04/01	1,536.46	18730	04/06	17.30
18266	04/16	36.00	18677 *	04/02	3,545.64	18736 *	04/05	300.00
18268 *	04/06	135.45	18678	04/20	17,141.50	18737	04/01	1,487.70
18272 *	04/28	22.50	18679	04/01	1,600.00	18738	04/01	91.20
18291 *	04/05	57.50	18681 *	04/01	20,872.60	18742 *	04/07	100.00
18371 *	04/13	5,040.00	18682	04/29	54,524.81	18743	04/01	7,663.79
18380 *	04/15	90.00	18684 *	04/02	7,086.09	18744	04/05	431.39
18428 *	04/06	1,763.72	18687 *	04/07	3,987.70	18745	04/05	2,499.71
18453 *	04/19	1,395.50	18689 *	04/05	441.89	18747 *	04/05	33.84
18492 *	04/19	914.90	18690	04/01	519.97	18750 *	04/12	1,436.12
18494 *	04/09	7,188.48	18694 *	04/01	156.53	18751	04/13	7,175.70
18508 *	04/20	754.48	18696 *	04/01	115.15	18752	04/07	9,761.36
18557 *	04/15	300.00	18697	04/05	9,947.65	18753	04/06	1,885.00
18570 *	04/15	112.50	18698	04/07	1,417.50	18754	04/06	5,339.52
18575 *	04/06	96.00	18699	04/06	300.00	18755	04/19	1,165.92
18577 *	04/16	95.00	18701 *	04/02	1,198.95	18756	04/12	10,678.30
18580 *	04/16	120.00	18702	04/12	345.55	18757	04/06	4,538.83
18586 *	04/28	27.00	18703	04/02	14,098.84	18758	04/07	11,155.50
18587	04/12	140.00	18704	04/01	5,786.87	18759	04/09	10,870.16
18590 *	04/09	7,175.70	18708 *	04/07	969.02	18760	04/06	26,917.66
18600 *	04/29	58,089.81	18713 *	04/02	41.78	18761	04/07	8,275.77
18607 *	04/06	498.00	18715 *	04/19	103.46	18762	04/09	2,599.46
18612 *	04/06	245.00	18718 *	04/01	752.90	18763	04/29	36,210.41
18621 *	04/12	25.85	18720 *	04/05	220.00	18764	04/09	1,851.86



Member FDIC

American Savings Bank

April 30, 2021
PINT SIZE HAWAII LLC

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
18765	04/05	21,468.75	18809	04/06	11,622.16	18858	04/15	523.00
18766	04/06	14,410.65	18810	04/06	1,487.70	18859	04/20	597.50
18767	04/07	1,600.00	18811	04/09	2,112.00	18862 *	04/13	166.00
18768	04/06	2,052.00	18812	04/07	141.99	18863	04/28	36.00
18769	04/13	3,985.86	18813	04/08	39,209.40	18864	04/20	150.50
18770	04/07	6,048.00	18814	04/06	682.01	18865	04/13	245.50
18771	04/20	3,636.43	18815	04/13	1,592.23	18867 *	04/14	511.00
18772	04/06	1,598.40	18816	04/12	785.34	18868	04/13	341.50
18773	04/09	158.01	18817	04/06	174.42	18869	04/13	2,215.95
18774	04/07	157.06	18818	04/06	4,035.58	18870	04/15	3,093.20
18775	04/06	1,677.82	18823 *	04/05	749.21	18871	04/13	17,049.41
18776	04/06	106.27	18824	04/20	6,838.26	18872	04/16	156.53
18777	04/09	3,535.08	18825	04/14	9,761.37	18873	04/14	105.00
18778	04/05	20.00	18826	04/15	1,885.00	18875 *	04/15	345.45
18779	04/07	114.29	18827	04/13	5,339.52	18876	04/20	150.00
18780	04/06	23,744.26	18828	04/14	14,227.10	18877	04/13	209.30
18781	04/09	230.30	18829	04/14	1,700.76	18878	04/19	607.32
18782	04/08	1,466.38	18830	04/15	12,654.80	18879	04/13	3,660.14
18783	04/12	362.66	18831	04/13	27,247.52	18880	04/15	41,746.26
18784	04/07	4,069.43	18832	04/13	2,147.28	18881	04/14	1,768.96
18785	04/15	70.68	18833	04/13	23,790.37	18882	04/14	25,130.88
18786	04/09	1,000.00	18834	04/13	5,700.00	18883	04/15	437.33
18787	04/07	20,105.90	18835	04/29	42,901.05	18885 *	04/14	2,356.00
18788	04/06	62.28	18836	04/12	20,889.00	18886	04/13	37,236.00
18789	04/07	160.21	18837	04/13	21,955.20	18887	04/14	132.12
18790	04/06	3,766.58	18838	04/16	4,344.18	18888	04/14	961.01
18791	04/07	267.00	18839	04/14	9,072.00	18889	04/13	11,987.99
18792	04/07	34,783.29	18840	04/15	13,945.42	18890	04/14	17.30
18793	04/07	441.09	18841	04/20	4,080.00	18891	04/16	264.04
18794	04/06	186.39	18842	04/16	204.50	18892	04/15	1,269.07
18795	04/13	1,178.01	18843	04/14	57.50	18893	04/13	246.93
18796	04/12	430.00	18844	04/14	894.00	18894	04/15	4,497.66
18797	04/06	43,784.14	18845	04/30	180.00	18895	04/13	6,024.40
18798	04/12	50.02	18846	04/13	285.50	18896	04/13	788.48
18799	04/06	540.33	18847	04/23	357.50	18897	04/13	1,622.63
18801 *	04/06	442.62	18848	04/12	109.00	18898	04/14	2,937.17
18802	04/07	158.55	18849	04/19	192.00	18899	04/13	1,047.07
18803	04/06	62.78	18851 *	04/16	64.50	18900	04/16	258.85
18804	04/07	99.80	18853 *	04/12	300.50	18901	04/13	403.15
18805	04/07	1,980.25	18854	04/16	136.50	18902	04/13	665.69
18806	04/06	6,024.40	18855	04/26	64.00	18903	04/15	33.86
18807	04/06	1,561.24	18856	04/13	272.50	18904	04/20	176.07
18808	04/08	240.93	18857	04/20	610.00	18905	04/14	2,218.14



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Check #	Date	Amount
18906	04/27	775.00
18907	04/26	6,124.20
18908	04/26	14,351.40
18909	04/21	6,165.07
18910	04/21	2,484.00
18911	04/20	6,140.45
18912	04/19	17,537.15
18913	04/22	3,790.80
18914	04/21	12,477.32
18915	04/20	16,917.17
18916	04/19	11,073.63
18917	04/20	6,653.20
18918	04/20	12,502.20
18919	04/20	11,613.25
18920	04/20	17,344.84
18921	04/20	5,731.00
18922	04/23	3,860.64
18923	04/29	47,647.68
18924	04/19	2,836.51
18925	04/20	21,745.32
18926	04/20	24,082.20
18927	04/22	2,800.00
18928	04/20	4,104.00
18929	04/20	4,663.00
18930	04/22	9,217.60
18931	04/20	6,253.50
18932	04/20	3,024.00
18933	04/20	2,304.00
18934	04/20	1,598.40
18935	04/26	7,658.28
18936	04/16	30,890.04
18939 *	04/23	1,417.50
18940	04/23	14,098.84
18943 *	04/19	605.50
18945 *	04/21	280.50
18946	04/22	81.50
18947	04/20	293.78
18949 *	04/21	343.09
18950	04/19	1,695.23
18951	04/22	3,288.62
18952	04/26	2,209.43
18953	04/23	230.30
18954	04/22	300.00

Check #	Date	Amount
18955	04/20	336.13
18956	04/21	138.99
18959 *	04/20	2,648.70
18960	04/21	887.64
18961	04/26	324.51
18962	04/20	7,141.01
18963	04/20	462.88
18964	04/20	23,644.32
18965	04/21	1,768.96
18966	04/20	239.79
18967	04/20	1,962.71
18968	04/20	96.16
18969	04/22	452.86
18970	04/20	172.77
18971	04/21	2,709.41
18972	04/20	36,851.16
18973	04/26	631.15
18974	04/20	602.85
18975	04/20	498.30
18976	04/21	4,967.17
18977	04/20	8,065.22
18978	04/19	6,637.33
18979	04/26	12,670.82
18980	04/22	1,389.49
18982 *	04/26	11,195.00
18983	04/20	169.00
18984	04/27	126.00
18985	04/22	161.45
18986	04/21	67.13
18987	04/23	800.22
18988	04/20	1,924.03
18989	04/23	48.28
18990	04/20	22,076.78
18991	04/27	430.00
18992	04/20	132.12
18993	04/21	1,418.74
18994	04/21	287.89
18995	04/27	419.11
18996	04/20	423.33
18997	04/30	3,600.63
18999 *	04/26	11,126.99
19000	04/27	1,963.54
19001	04/28	4,593.60

Check #	Date	Amount
19003 *	04/27	15,081.03
19004	04/27	8,670.45
19005	04/27	3,742.92
19006	04/28	2,875.02
19007	04/29	35,650.34
19008	04/27	22,309.42
19009	04/27	26,975.83
19010	04/30	4,009.68
19011	04/29	1,600.00
19014 *	04/27	3,953.93
19015	04/26	4,035.31
19016	04/29	16,872.73
19017	04/27	3,048.30
19018	04/29	786.43
19019	04/27	1,761.70
19020	04/27	2,126.53
19021	04/26	40.72
19023 *	04/30	520.79
19024	04/29	156.53
19025	04/29	143.00
19026	04/27	230.30
19027	04/26	689.00
19028	04/28	5,179.50
19029	04/29	64.86
19030	04/28	5,048.31
19031	04/28	2,916.38
19032	04/27	1,774.74
19033	04/29	9,908.00
19034	04/27	2,504.03
19035	04/27	2,293.09
19037 *	04/30	103.46
19038	04/27	1,023.96
19039	04/28	2,548.80
19040	04/28	32.20
19041	04/29	5,498.80
19045 *	04/27	60,567.63
19046	04/28	800.03
19047	04/27	14,381.78
19049 *	04/30	17.30
19051 *	04/29	1,249.95
19052	04/27	1,185.53
19053	04/27	3,011.73
19054	04/29	6,024.40



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Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
19055	04/27	1,561.24	19059	04/30	2,499.71	19064 *	04/29	361.50
19056	04/29	200.00	19060	04/27	2,153.03	19072 *	04/28	105.69
19057	04/29	24,421.48	19061	04/28	1,090.85			
19058	04/27	651.88	19062	04/28	3,002.10			

* Skip in check sequence

The checks listed above will also show below in date order

Account Activity				
Date	Description	Additions	Subtractions	Balance
03/31/21	BEGINNING BALANCE			\$4,721,377.09
04/01/21	REMOTE DEPOSIT	\$34,532.25		\$4,755,909.34
04/01/21	Costco Wholesale EDI PYMNTS 0004933534 PINT SIZE HAWAII	\$6,434.27		\$4,762,343.61
04/01/21	HIE RETAIL ACH CREDIT 266310 PINT SIZE HAWAII, INC	\$1,722.45		\$4,764,066.06
04/01/21	WFM PAYMENT 0000167394 PINT SIZE HAWAII	\$1,288.73		\$4,765,354.79
04/01/21	HOLIDAY AL MANAG AL VENDOR 99585 PINT SIZE CORPORAT	\$493.46		\$4,765,848.25
04/01/21	NEXCOM WORLDWIDE AP PAYMENT 0017798732 PINT SIZE HAWAII	\$416.32		\$4,766,264.57
04/01/21	MIDPAC PETROLEUM ACH CREDIT 266310 PINT SIZE HAWAII, INC	\$267.19		\$4,766,531.76
04/01/21	VAULT DEPOSIT	\$128.14		\$4,766,659.90
04/01/21	DEBIT MEMO ADJUST		\$10.00	\$4,766,649.90
04/01/21	NUSA - EIPP EDI Invoices 000000002579916 Dudoit, Carla		\$141,325.17	\$4,625,324.73
04/01/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$13,187.93	\$4,612,136.80
04/01/21	CHECK #18642		\$366.75	\$4,611,770.05
04/01/21	CHECK #18669		\$1,719.00	\$4,610,051.05
04/01/21	CHECK #18675		\$1,536.46	\$4,608,514.59
04/01/21	CHECK #18679		\$1,600.00	\$4,606,914.59
04/01/21	CHECK #18681		\$20,872.60	\$4,586,041.99
04/01/21	CHECK #18690		\$519.97	\$4,585,522.02
04/01/21	CHECK #18694		\$156.53	\$4,585,365.49
04/01/21	CHECK #18696		\$115.15	\$4,585,250.34
04/01/21	CHECK #18704		\$5,786.87	\$4,579,463.47
04/01/21	CHECK #18718		\$752.90	\$4,578,710.57



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PINT SIZE HAWAII LLC



Account Activity				
Date	Description	Additions	Subtractions	Balance
04/01/21	CHECK #18729		\$679.47	\$4,578,031.10
04/01/21	CHECK #18737		\$1,487.70	\$4,576,543.40
04/01/21	CHECK #18738		\$91.20	\$4,576,452.20
04/01/21	CHECK #18743		\$7,663.79	\$4,568,788.41
04/02/21	QSI INC ACH PYMT PINSIZ PINT SIZE HAWAII	\$127,391.39		\$4,696,179.80
04/02/21	SAFEWAY INC PAYMENT 2943019135 PINT SIZE HAWAII LLC	\$30,338.24		\$4,726,518.04
04/02/21	REMOTE DEPOSIT	\$27,221.79		\$4,753,739.83
04/02/21	RETAIL OPERATING VENDPMT 450002 PINT SIZE LLC	\$18,511.95		\$4,772,251.78
04/02/21	HIE RETAIL ACH CREDIT 266310 PINT SIZE HAWAII, INC	\$4,709.36		\$4,776,961.14
04/02/21	WFM PAYMENT 0000167394 PINT SIZE HAWAII	\$3,788.48		\$4,780,749.62
04/02/21	VAULT DEPOSIT	\$3,507.46		\$4,784,257.08
04/02/21	VAULT DEPOSIT	\$2,299.77		\$4,786,556.85
04/02/21	VAULT DEPOSIT	\$2,280.18		\$4,788,837.03
04/02/21	VAULT DEPOSIT	\$1,837.38		\$4,790,674.41
04/02/21	VAULT DEPOSIT	\$1,622.49		\$4,792,296.90
04/02/21	VAULT DEPOSIT	\$1,606.91		\$4,793,903.81
04/02/21	VAULT DEPOSIT	\$1,375.75		\$4,795,279.56
04/02/21	VAULT DEPOSIT	\$1,340.94		\$4,796,620.50
04/02/21	VAULT DEPOSIT	\$1,329.50		\$4,797,950.00
04/02/21	VAULT DEPOSIT	\$1,155.79		\$4,799,105.79
04/02/21	VAULT DEPOSIT	\$1,109.28		\$4,800,215.07
04/02/21	VAULT DEPOSIT	\$1,103.01		\$4,801,318.08
04/02/21	VAULT DEPOSIT	\$1,054.41		\$4,802,372.49
04/02/21	VAULT DEPOSIT	\$914.36		\$4,803,286.85
04/02/21	VAULT DEPOSIT	\$844.19		\$4,804,131.04
04/02/21	CONSOLIDATED ENT PAYABLES PINT SIZE HAWAII LLC	\$767.78		\$4,804,898.82
04/02/21	VAULT DEPOSIT	\$765.57		\$4,805,664.39
04/02/21	VAULT DEPOSIT	\$755.36		\$4,806,419.75
04/02/21	MIDPAC PETROLEUM ACH CREDIT 266310 PINT SIZE HAWAII, INC	\$721.67		\$4,807,141.42
04/02/21	VAULT DEPOSIT	\$720.88		\$4,807,862.30
04/02/21	IES RETAIL LLC VENDPMT PINT SIZE HAWAII LLC	\$696.37		\$4,808,558.67
04/02/21	VAULT DEPOSIT	\$619.21		\$4,809,177.88



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PINT SIZE HAWAII LLC

Account Activity				
Date	Description	Additions	Subtractions	Balance
04/02/21	VAULT DEPOSIT	\$589.65		\$4,809,767.53
04/02/21	VAULT DEPOSIT	\$568.01		\$4,810,335.54
04/02/21	VAULT DEPOSIT	\$529.27		\$4,810,864.81
04/02/21	VAULT DEPOSIT	\$525.33		\$4,811,390.14
04/02/21	VAULT DEPOSIT	\$493.46		\$4,811,883.60
04/02/21	VAULT DEPOSIT	\$415.82		\$4,812,299.42
04/02/21	MEMO CREDIT ADJUST	\$408.75		\$4,812,708.17
04/02/21	VAULT DEPOSIT	\$390.22		\$4,813,098.39
04/02/21	VAULT DEPOSIT	\$374.09		\$4,813,472.48
04/02/21	VAULT DEPOSIT	\$322.69		\$4,813,795.17
04/02/21	VAULT DEPOSIT	\$316.58		\$4,814,111.75
04/02/21	VAULT DEPOSIT	\$296.98		\$4,814,408.73
04/02/21	VAULT DEPOSIT	\$279.04		\$4,814,687.77
04/02/21	VAULT DEPOSIT	\$241.20		\$4,814,928.97
04/02/21	VAULT DEPOSIT	\$236.18		\$4,815,165.15
04/02/21	VAULT DEPOSIT	\$222.75		\$4,815,387.90
04/02/21	VAULT DEPOSIT	\$173.91		\$4,815,561.81
04/02/21	VAULT DEPOSIT	\$169.44		\$4,815,731.25
04/02/21	MHRS DOMESTIC (M DIRECT PAY 0000118959 PINT SIZE HAWAII	\$142.75		\$4,815,874.00
04/02/21	VAULT DEPOSIT	\$93.75		\$4,815,967.75
04/02/21	VAULT DEPOSIT	\$93.32		\$4,816,061.07
04/02/21	VAULT DEPOSIT	\$77.50		\$4,816,138.57
04/02/21	VAULT DEPOSIT	\$37.63		\$4,816,176.20
04/02/21	NEXCOM WORLDWIDE AP PAYMENT 0007798645 PINT SIZE HAWAII	\$37.16		\$4,816,213.36
04/02/21	MEMO CREDIT ADJUST	\$0.03		\$4,816,213.39
04/02/21	MEMO CREDIT ADJUST	\$0.01		\$4,816,213.40
04/02/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$3,459.35	\$4,812,754.05
04/02/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$6,889.41	\$4,805,864.64
04/02/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$3,635.95	\$4,802,228.69
04/02/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$4,972.12	\$4,797,256.57
04/02/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$5,534.80	\$4,791,721.77
04/02/21	CHECK #18677		\$3,545.64	\$4,788,176.13



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PINT SIZE HAWAII LLC



Account Activity				
Date	Description	Additions	Subtractions	Balance
04/02/21	CHECK #18684		\$7,086.09	\$4,781,090.04
04/02/21	CHECK #18701		\$1,198.95	\$4,779,891.09
04/02/21	CHECK #18703		\$14,098.84	\$4,765,792.25
04/02/21	CHECK #18713		\$41.78	\$4,765,750.47
04/02/21	CHECK #18725		\$1,030.13	\$4,764,720.34
04/05/21	REMOTE DEPOSIT	\$158,880.77		\$4,923,601.11
04/05/21	REMOTE DEPOSIT	\$137,382.97		\$5,060,984.08
04/05/21	REMOTE DEPOSIT	\$42,278.34		\$5,103,262.42
04/05/21	SAFEWAY INC PAYMENT 2943019135 PINT SIZE HAWAII LLC	\$28,130.29		\$5,131,392.71
04/05/21	CVS PHARM 8293 EDI PAYMNT 1500107718 PINT SIZE CORP,	\$9,934.03		\$5,141,326.74
04/05/21	MERCHANT BANKCD DEPOSIT 496286153887 PINT SIZE HAWAII LLC	\$4,350.01		\$5,145,676.75
04/05/21	WFM PAYMENT 0000167394 PINT SIZE HAWAII	\$2,050.70		\$5,147,727.45
04/05/21	VAULT DEPOSIT	\$542.70		\$5,148,270.15
04/05/21	WALT DISNEY 2859 EDI PAYMNT 10081522569185 PINT SIZE CORPORATION	\$540.72		\$5,148,810.87
04/05/21	BRIGHAM YOUNG UN EXPENSES	\$538.30		\$5,149,349.17
04/05/21	VAULT DEPOSIT	\$361.80		\$5,149,710.97
04/05/21	VAULT DEPOSIT	\$306.02		\$5,150,016.99
04/05/21	VOLUME SERVICES AP PAYMENT PINT SIZE HAWAII LLC	\$280.15		\$5,150,297.14
04/05/21	NEXCOM WORLDWIDE AP PAYMENT 0007799419 PINT SIZE HAWAII	\$270.60		\$5,150,567.74
04/05/21	MHRS DOMESTIC (M DIRECT PAY 0000118959 PINT SIZE HAWAII	\$95.82		\$5,150,663.56
04/05/21	VAULT DEPOSIT	\$10.00		\$5,150,673.56
04/05/21	NUSA - EIPP EDI Invoices 000000002582701 Dudoit, Carla		\$57,317.18	\$5,093,356.38
04/05/21	DELUXE BUS SYS. BUS PRODS 89619732 PINT SIZE HAWAII LLC		\$169.47	\$5,093,186.91
04/05/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$4,360.30	\$5,088,826.61
04/05/21	PINT SIZE HAWAII ACH PYMT		\$3,231.72	\$5,085,594.89



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PINT SIZE HAWAII LLC

Account Activity				
Date	Description	Additions	Subtractions	Balance
	2812417518 PINT SIZE HAWAII			
04/05/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$51,607.50	\$5,033,987.39
04/05/21	CHECK #18291		\$57.50	\$5,033,929.89
04/05/21	CHECK #18689		\$441.89	\$5,033,488.00
04/05/21	CHECK #18697		\$9,947.65	\$5,023,540.35
04/05/21	CHECK #18720		\$220.00	\$5,023,320.35
04/05/21	CHECK #18736		\$300.00	\$5,023,020.35
04/05/21	CHECK #18744		\$431.39	\$5,022,588.96
04/05/21	CHECK #18745		\$2,499.71	\$5,020,089.25
04/05/21	CHECK #18747		\$33.84	\$5,020,055.41
04/05/21	CHECK #18765		\$21,468.75	\$4,998,586.66
04/05/21	CHECK #18778		\$20.00	\$4,998,566.66
04/05/21	CHECK #18823		\$749.21	\$4,997,817.45
04/06/21	SAFEWAY INC PAYMENT 2943019135 PINT SIZE HAWAII LLC	\$25,370.44		\$5,023,187.89
04/06/21	NESTLE 2814 EDI PAYMNT 2000086592US161 Pint Size Hawaii	\$12,093.26		\$5,035,281.15
04/06/21	REMOTE DEPOSIT	\$10,135.10		\$5,045,416.25
04/06/21	DFA Dairy Brands EDI/EFTPM 95154 513084	\$8,790.45		\$5,054,206.70
04/06/21	DFAS-CLEVELAND SAVESCONUS H105P1F1SAVES PINT SIZE HAWAII	\$4,582.74		\$5,058,789.44
04/06/21	HIE RETAIL ACH CREDIT 266310 PINT SIZE HAWAII, INC	\$2,626.86		\$5,061,416.30
04/06/21	WFM PAYMENT 0000167394 PINT SIZE HAWAII	\$1,174.00		\$5,062,590.30
04/06/21	WALT DISNEY 2859 EDI PAYMNT 10081522572622 PINT SIZE CORPORATION	\$288.24		\$5,062,878.54
04/06/21	DORAKU PACIFICA DK 517562 Pint Size	\$274.37		\$5,063,152.91
04/06/21	CHECK #18612		\$245.00	\$5,062,907.91
04/06/21	RAYMOND LEASING LEASE RENT PINT SIZE HAWAII, LLC		\$660.75	\$5,062,247.16
04/06/21	NUSA - EIPP EDI Invoices 000000002582702		\$43,244.19	\$5,019,002.97



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PINT SIZE HAWAII LLC

Account Activity

Date	Description	Additions	Subtractions	Balance
	Dudoit, Carla			
04/06/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$7,303.36	\$5,011,699.61
04/06/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$7,281.60	\$5,004,418.01
04/06/21	CHECK #18265		\$115.50	\$5,004,302.51
04/06/21	CHECK #18268		\$135.45	\$5,004,167.06
04/06/21	CHECK #18428		\$1,763.72	\$5,002,403.34
04/06/21	CHECK #18575		\$96.00	\$5,002,307.34
04/06/21	CHECK #18607		\$498.00	\$5,001,809.34
04/06/21	CHECK #18699		\$300.00	\$5,001,509.34
04/06/21	CHECK #18730		\$17.30	\$5,001,492.04
04/06/21	CHECK #18753		\$1,885.00	\$4,999,607.04
04/06/21	CHECK #18754		\$5,339.52	\$4,994,267.52
04/06/21	CHECK #18757		\$4,538.83	\$4,989,728.69
04/06/21	CHECK #18760		\$26,917.66	\$4,962,811.03
04/06/21	CHECK #18766		\$14,410.65	\$4,948,400.38
04/06/21	CHECK #18768		\$2,052.00	\$4,946,348.38
04/06/21	CHECK #18772		\$1,598.40	\$4,944,749.98
04/06/21	CHECK #18775		\$1,677.82	\$4,943,072.16
04/06/21	CHECK #18776		\$106.27	\$4,942,965.89
04/06/21	CHECK #18780		\$23,744.26	\$4,919,221.63
04/06/21	CHECK #18788		\$62.28	\$4,919,159.35
04/06/21	CHECK #18790		\$3,766.58	\$4,915,392.77
04/06/21	CHECK #18794		\$186.39	\$4,915,206.38
04/06/21	CHECK #18797		\$43,784.14	\$4,871,422.24
04/06/21	CHECK #18799		\$540.33	\$4,870,881.91
04/06/21	CHECK #18801		\$442.62	\$4,870,439.29
04/06/21	CHECK #18803		\$62.78	\$4,870,376.51
04/06/21	CHECK #18806		\$6,024.40	\$4,864,352.11
04/06/21	CHECK #18807		\$1,561.24	\$4,862,790.87
04/06/21	CHECK #18809		\$11,622.16	\$4,851,168.71
04/06/21	CHECK #18810		\$1,487.70	\$4,849,681.01
04/06/21	CHECK #18814		\$682.01	\$4,848,999.00
04/06/21	CHECK #18817		\$174.42	\$4,848,824.58
04/06/21	CHECK #18818		\$4,035.58	\$4,844,789.00
04/07/21	SAFEWAY INC PAYMENT 2943019135 PINT SIZE HAWAII LLC	\$24,154.97		\$4,868,943.97
04/07/21	REMOTE DEPOSIT	\$13,335.73		\$4,882,279.70
04/07/21	CVS PHARM 8293 EDI PAYMNT 1500111808 PINT SIZE CORP,	\$10,255.32		\$4,892,535.02
04/07/21	Costco Wholesale EDI PYMNTS	\$4,935.02		\$4,897,470.04



Member FDIC

American Savings Bank

April 30, 2021
PINT SIZE HAWAII LLC

Account Activity				
Date	Description	Additions	Subtractions	Balance
	0005019078 PINT SIZE HAWAII			
04/07/21	DFAS-CLEVELAND SAVESCONUS H105P1F1SAVES PINT SIZE HAWAII	\$3,805.93		\$4,901,275.97
04/07/21	NEXCOM WORLDWIDE AP PAYMENT 0007800284 PINT SIZE HAWAII	\$284.76		\$4,901,560.73
04/07/21	NAF FINANCL SVCS VENDPYMENT QBTSC PINT SIZE HAWAII LLC	\$231.88		\$4,901,792.61
04/07/21	PINT SIZE HAWAII ACH COLLECT 2812417518 PINT SIZE HAWAII	\$146.65		\$4,901,939.26
04/07/21	NUSA - EIPP EDI Invoices 000000002582703 Dudoit,Carla		\$140,611.43	\$4,761,327.83
04/07/21	NUSA - EIPP EDI Invoices 000000002582704 Dudoit,Carla		\$88,044.23	\$4,673,283.60
04/07/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$13,640.22	\$4,659,643.38
04/07/21	PINT SIZE HAWAII ACH PYMT 2812417518 PINT SIZE HAWAII		\$35,786.74	\$4,623,856.64
04/07/21	CHECK #18687		\$3,987.70	\$4,619,868.94
04/07/21	CHECK #18698		\$1,417.50	\$4,618,451.44
04/07/21	CHECK #18708		\$969.02	\$4,617,482.42
04/07/21	CHECK #18742		\$100.00	\$4,617,382.42
04/07/21	CHECK #18752		\$9,761.36	\$4,607,621.06
04/07/21	CHECK #18758		\$11,155.50	\$4,596,465.56
04/07/21	CHECK #18761		\$8,275.77	\$4,588,189.79
04/07/21	CHECK #18767		\$1,600.00	\$4,586,589.79
04/07/21	CHECK #18770		\$6,048.00	\$4,580,541.79
04/07/21	CHECK #18774		\$157.06	\$4,580,384.73
04/07/21	CHECK #18779		\$114.29	\$4,580,270.44
04/07/21	CHECK #18784		\$4,069.43	\$4,576,201.01
04/07/21	CHECK #18787		\$20,105.90	\$4,556,095.11
04/07/21	CHECK #18789		\$160.21	\$4,555,934.90
04/07/21	CHECK #18791		\$267.00	\$4,555,667.90
04/07/21	CHECK #18792		\$34,783.29	\$4,520,884.61
04/07/21	CHECK #18793		\$441.09	\$4,520,443.52
04/07/21	CHECK #18802		\$158.55	\$4,520,284.97
04/07/21	CHECK #18804		\$99.80	\$4,520,185.17
04/07/21	CHECK #18805		\$1,980.25	\$4,518,204.92



Member FDIC

EXHIBIT E



Imagery ©2021 Google, Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021 500 ft

LETTER IN SUPPORT

Richard Elstner, PO Box 372143, Honolulu, Hawaii 96837 (808) 358-3367

1162 Smith Street #18, Honolulu, Hawaii 96817

richardthemathtutorhawaii@gmail.com

Thursday, August 12, 2021

Liquor Commission, City and County of Honolulu

Pacific Park Plaza, Sixth Floor

711 Kapiolani Boulevard

Honolulu, Hawaii 96813

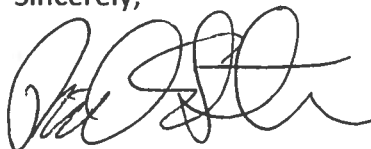
Subject: Liquor License for Extended Play

Aloha:

I am unable to attend the public hearing at 4:00 p.m. on September 23, 2021, but I am sending this letter. I spoke with the owner, Daniel Ng, on the telephone. He was very courteous and politely answered all my questions. He told me that Extended Play stands for extended play vinyl records. He intends to play jazz records on extended play vinyl records. Besides alcoholic beverages, he intends also to serve light food. I'm sure this will attract a mature clientele.

1150 Nuuanu Avenue, Unit A has been vacant for many years, and many storefronts in Chinatown are now vacant. Almost any occupants would be welcome. The businesses in this area of Chinatown are trendy, artsy, and fashionable, and a jazz bar would fit in quite nicely and even attract more business for its neighbors. I am FOR this liquor license.

Sincerely,



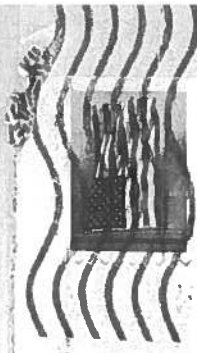
Richard Elstner

Copy: Daniel Ng, 1144 Bethel Street, Honolulu, Hawaii 96813



Richard Elstner
PO Box 372143
Honolulu, Hawaii 96837

HONOLULU HI 967
13 AUG 2021 PM 2 L



Liquor Commission, City and County of Honolulu
Pacific Park Plaza, Sixth Floor
711 Kapiolani Boulevard
Honolulu, Hawaii 96813

96813-524950



LICENSING INVESTIGATIVE REPORT

DATE: July 16, 2021

SUBJECT: New Application No. 21-22846 from Extended Play Inc.,
dba EP Bar, Dispenser General Category 1 Standard license, at 1150
Nuuanu Ave., Unit A, Honolulu

CORPORATE STRUCTURE:

EXTENDED PLAY INC.: Was incorporated under the laws of the State of Hawaii on April 22, 2019 The corporation is authorized to issue 1,000 shares of common stock of which 1,000 shares are currently outstanding and issued. Its shareholder(s), officers, and directors are:

<u>Name:</u>	<u>Title:</u>	<u>Shares:</u>	<u>%:</u>
RYAN MIYASHIRO	PRESIDENT	250	25%
CHRISTOPHER NAKANO	V. PRESIDENT	250	25%
DANIEL NG	TREAS/SEC	250	25%
CANG TUOC WONG	SHHLDR/CHTO	250	25%
Total		1,000	100%

See **Exhibit A1 through A4** for biographical background information of the officers of the corporation. CJIS checks were conducted on July 15, 2021, and the results were negative for a felony convictions for the principals listed above.

AUTHORIZED AGENT:

Authorized Agent is Matthew Chung, Attorney At Law.

FINGERPRINTS:

Fingerprint results have not been received.

FINANCIAL STATEMENT FOR EXTENDED PLAY INC.: AS OF FEBRUARY 21, 2021:

Financial Statement of the applicant dated, February 10, 2021, was submitted to the Commission on February 10, 2021, and certified by the applicant to be substantially correct.

COST AND FINANCING:

According to the applicant approximately \$245K was spent on construction, furniture, and equipment. Self-financed.

DESCRIPTION OF THE PREMISES:

Location: The irregular shaped licensed premises (approx. 1,155 Sq. Ft.) located at 1150 Nuuanu Ave., Unit A, Honolulu.

Details of premises:

- Café/Dining Area (Approx. 19' X 23')
 - S-Shape Counter
 - Prep Area
- Bar & Seating Area (Approx. 27' X 26')
 - L-Shape Bar Counter
 - Bar Back
- Separate Women's and Men's Restrooms (Off Site; Approx. 16' Away)
- See **Exhibit B** for floor plans.

Parking: Street parking

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

HEAVENLY CITY CHRISTIAN CHURCH
79 N. BERETANIA ST,
HONOLULU, HI 96817, APPROX. 500'

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET
(continued):

NEW LIFE CHURCH HONOLULU
1152 SMITH ST,
HONOLULU, HI 96817, APPROX. 245'

SMITH BERETANIA PARK
33 N. BERETANIA ST, APPROX. 90'

DR. SUN YAT SEN MEMORIAL PARK
1120 BETHEL ST, APPROX. 375'

SAME CLASS OF LICENSE WITHIN 500 FEET:

Hawaii Theatre Center dba Hawaii Theare Center (E1464)
1130 Bethel Street, Honolulu, Approx. 245'

Puka Panty LLC dba The Manifest Bar/Royal Arcade Bar (E1472)
32 & 34 North Hotel Street, Honolulu, Approx. 340'

Smitty's Incorporated dba Smith's Union Bar (E0586)
19 North Hotel Street, Honolulu, Approx. 385'

Bar 35 LLC dba Bar 35 (E1439)
35 North Hotel Street, Honolulu, Approx. 420'

Next Door Partners LLC dba Next Door Partners LLC (E1439)
43 North Hotel Street, Honolulu, Approx. 450'

Chinatown Coven LLC dba Proof Social Club (E1614)
1154 Fort Street Mall, Suite 10, Honolulu, Approx. 440'

Scarlet Honolulu, Inc. dba Scarlet Honolulu, Inc. (E1407)
80 South Pauahi Street, Honolulu, Approx. 445'

H M Taufaasau & Associates dba Hanks Café Honolulu (E1328)
1038 Nuuanu Avenue, Honolulu, Apporx. 500'

CURRENT NUMBER OF SAME CLASS / KIND ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of July 15, 2021, there are 209 dispenser licenses issued within the City and County of Honolulu, of which 204 are dispenser general.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: The applicant is authorized by its landlord to operate as a standard bar, lounge restaurant, with liquor sale and service.

Employees: There will be 5 employees; 2 registered managers

Business Hours According to Applicant:

Cafe

Monday - Friday 7am - 3pm

Bar

Tuesday 4pm - 12am

Wednesday 4pm - 12am

Thursday 4pm - 12am

Friday 4pm - 12am (1am pandemic protocols pending)

Saturday 4pm - 12am (1am pandemic protocols pending)

Lease: Valid lease is in effect from July 23, 2019, and the landlord is Pearl Street One LLC, a Hawaii Limited Liability Company.

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

As of July 15, 2021, there are may be potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:

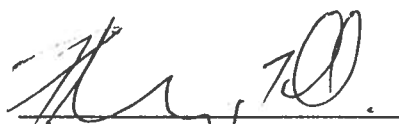
The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. At a minimum, the notification shall include the date of public hearing. **The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.**

ZONING CLEARANCE:

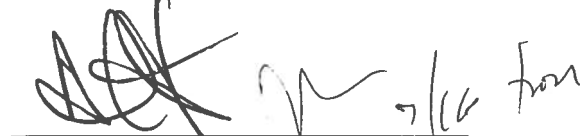
The applicant has submitted a valid Zoning Clearance issued by the City and County of Honolulu Department of Planning and Permitting dated February 17, 2021. Use is permitted.

OPINION:

In my opinion, the applicant has met statutory requirements.


Thanh Phung,
Licensing Investigator

REVIEWED BY:


Daniel Sato,
Supervising Investigator ah

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
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2021 FEB 19 P 3:36

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Miyashiro Ryan Takeo SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Single
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1997 NAME OF SCHOOL Moanalua High School, Honolulu, Hi
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 1 YEAR COMPLETED NA NAME OF COLLEGE Kapiolani Community College, Honolulu, Hi
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* U.S. DATE ARRIVED IN HAWAII (if applicable) 1988 *Run*
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
01/2007	06/2010	Barista/ Server	Inspiration/ Stage	Honolulu
04/2009	06/2011	Server	Fresh Cafe	Honolulu
03/2010	03/2012	Operations	Tory Burch	Honolulu
04/2012	03/2013	Operations	Prada	Honolulu
03/2013	11/2019	Sales	Inspiration	Honolulu
11/2019	09/2020	Supervisor	Rimowa	Honolulu
Current		Unemployed		

(If additional space is needed, please use reverse side)

NOTARY INITIAL: KA

List your experience in the liquor industry: _____

Special events server at Fresh Cafe. The company intends to hire experienced liquor management, and have its' officers attend liquor management and server training as soon as possible. Liquor law and regulation compliance is a company priority.

Will you devote time to manage the subject business? X Yes _____ No

If answer is "YES", will it be X Full time, or _____ Part-time?

I, Ryan T. Miyashiro, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (____ have/ X have not) been convicted of any felony charge.

R T Miyashiro
Signature



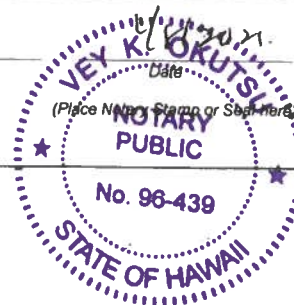
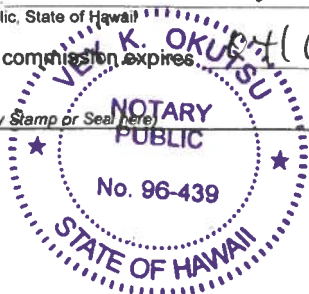
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FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 8 day of January, in the year of 2021, personally appeared Ryan T. Miyashiro who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<u>R T Miyashiro</u> Signature of applicant(s) before Notary Subscribed and sworn to before me this: <u>08</u> day of <u>January</u> , 20 <u>21</u> <u>Veyko K. Okutsu</u> Signature of Notary Print Name: <u>Veyko K. Okutsu</u> Notary Public, State of Hawaii My commission expires <u>04/04/2022</u> (Place Notary Stamp or Seal here)	NOTARY CERTIFICATION Date of Doc: <u>1/8/2021</u> # of Pages: <u>2</u> Notary Name: <u>Veyko K. Okutsu</u> Circuit Doc. Description: <u>personal matter & affidavit</u> <u>Veyko K. Okutsu</u> Notary Signature (Place Notary Stamp or Seal here)
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LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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INTERNET ADDRESS: www.honolulu.gov/liq

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C&C OF HONOLULU

2021 FEB 19 P 3:30

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Nakano Christopher Makoto SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Single
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1994 NAME OF SCHOOL St. Louis High School, Honolulu, Hi
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 2 YEAR COMPLETED 1996 NAME OF COLLEGE Kapiolani Community College, Honolulu, Hi
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* U.S. DATE ARRIVED IN _____
HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
12/1993	12/1999	Sales/ Buyer	Sera's Inc.	Ala Moana Center
12/1999	11/2007	Sales/ Supervisor	Prada Hawaii Corp.	Kalakaua
10/2002	10/2007	Sales Consultant	AT&T	Kapiolani
11/2007	02/2019	Base Account Manager	Hawaii Telcom	Honolulu
04/2019	03/2020	Event Manager	AEG	Hawaii Convention Center
Current		Unemployed		

(If additional space is needed, please use reverse side)

NOTARY INITIAL: h

List your experience in the liquor industry: _____

Events manager who worked closely with food and beverage at special events at the Hawaii Convention Center. I would work side by side with management at Levy Restaurants to ensure food and liquor safety protocols were met. Notable events would be the Chopsticks and Wine and Hawaii Food and Wine Festival

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Christopher M. Nakano, of _____, (Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (☐ have/ ☒ have not) been convicted of any felony charge.

Christopher M. Nakano
Signature



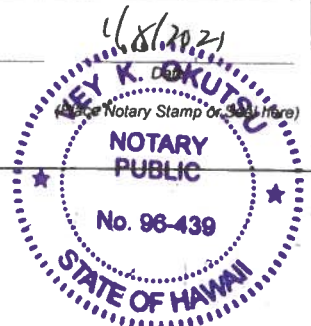
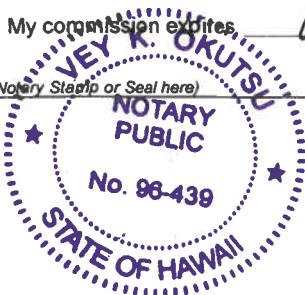
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FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 8 day of January, in the year of 2021, personally appeared Christopher M. Nakano who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<u>Christopher M. Nakano</u> Signature of applicant(s) before Notary	
Subscribed and sworn to before me this: <u>8</u> day of <u>January</u> , 20 <u>21</u>	
<u>Key K. Okutsu</u> Signature of Notary	
Print Name: _____ Notary Public, State of Hawaii	
My commission expires: <u>04/04/2022</u>	
(Place Notary Stamp or Seal here)	
NOTARY CERTIFICATION	
Date of Doc: <u>1/8/2021</u>	# of Pages: <u>2</u>
Notary Name: <u>Key K. Okutsu</u>	<u>1st</u> Circuit
Doc. Description: <u>Personal History</u>	
<u>at home</u>	
<u>Key K. Okutsu</u> Notary Signature	



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
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INTERNET ADDRESS: www.honolulu.gov/liq

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C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Ng Daniel SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. (808) 561-0578
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1999 NAME OF SCHOOL Damien Memorial High School, Honolulu, Hi
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 5 YEAR COMPLETED 2004 NAME OF COLLEGE Kapiolani Community College, Honolulu, Hi
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* U.S. DATE ARRIVED IN HAWAII (if applicable) 1988
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
01/2003	01/2004	Server	Chibo Okonomiyaki	Honolulu
01/2005	01/2006	Sales	88 Tees	Honolulu
01/2005	01/2007	Co-Owner	Sync. Ink, LLC	Honolulu
03/2008	Present	Co-Owner	Molotov International Corp. DBA Blank Canvas	Honolulu

(If additional space is needed, please use reverse side)

NOTARY INITIAL: K

List your experience in the liquor industry: _____

Waitering and serving drinks at Chibo Okonomiyaki Restaurant in Waikiki for a little over a year. I have
a retail business a block away and live 2 blocks away from the bar's location, therefore I will be highly
involved in the day-to-day operations. I intend to pay particular attention to liquor law and regulation
compliance. I also completed and passed the BarSmarts online course.

Will you devote time to manage the subject business? X Yes _____ No

If answer is "YES", will it be X Full time, or _____ Part-time?

I, Daniel Ng, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (____ have/ X have not) been convicted of any felony charge.

[Signature]
Signature



P/
RI
PI
AI

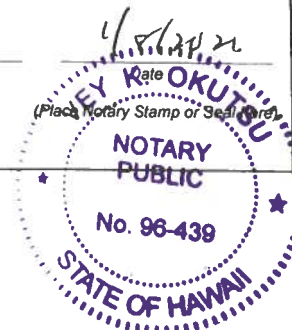
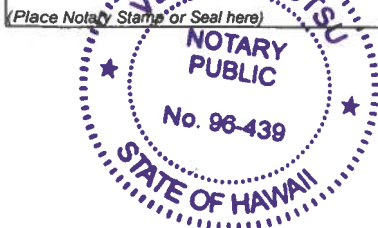
FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 08 day of January, in the year of 2021, personally appeared Daniel Ng
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the
aforementioned instrument in free act and deed.

<p><u>[Signature]</u> Signature of applicant(s) before Notary</p> <p>Subscribed and sworn to before me this:</p> <p><u>08</u> day of <u>Jan.</u>, 20 <u>2021</u></p> <p><u>[Signature]</u> Signature of Notary</p> <p>Print Name: <u>Vey K. Okutsu</u> Notary Public, State of Hawaii</p> <p>My commission expires <u>04/04/2022</u></p> <p>(Place Notary Stamp or Seal here)</p>	<p>NOTARY CERTIFICATION</p> <p>Date of Doc: <u>1/8/2021</u> # of Pages: <u>2</u></p> <p>Notary Name: <u>Vey K. Okutsu</u> Circuit</p> <p>Doc. Description: <u>Personal History & Affidavit</u></p> <p><u>[Signature]</u> Notary Signature</p> <p><u>1/8/2021</u> Date</p> <p>(Place Notary Stamp or Seal here)</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

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PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

201 FEB 19 P 3:37

NAME Wong Cang Tuoc SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. A TELEPHONE NOS.: _____
HOME () _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE 41 MARITAL STATUS Single
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 2000 NAME OF SCHOOL Roosevelt High School, Honolulu, Hi
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE NA YEAR COMPLETED NA NAME OF COLLEGE _____
(include City and State)
OTHER EDUCATION Spartan School of Aeronautics

CITIZENSHIP* U.S. DATE ARRIVED IN HAWAII (if applicable) 1981
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
05/2002	04/2003	Mechanic	Commercial Flyers	HNL
08/2003	06/2009	Mechanic	Alpine Air	HNL
06/2009	10/2013	Mechanic	Corporate Air	HNL
09/2011	09/2017	Technician	Hawaii Air National Guard	Kapolei
10/2013	Present	Mechanic	Aloha Air Cargo	HNL

(If additional space is needed, please use reverse side)

NOTARY INITIAL: W

List your experience in the liquor industry: _____

I plan to be less involved with the day-to-day business operations. I am committed, however, to learning the liquor license rules and regulations to assist the company and business whenever needed

Will you devote time to manage the subject business? ____ Yes X No

If answer is "YES", will it be ____ Full time, or ____ Part-time?

I, Cang T. Wong, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (____ have/ X have not) been convicted of any felony charge.

Cang T. Wong
Signature



F
F
F
A

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C&C OF HONOLULU
2021 FEB 1 10:37

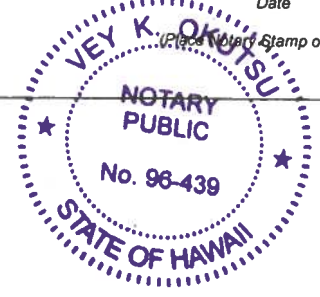
FOR NOTARY USE ONLY

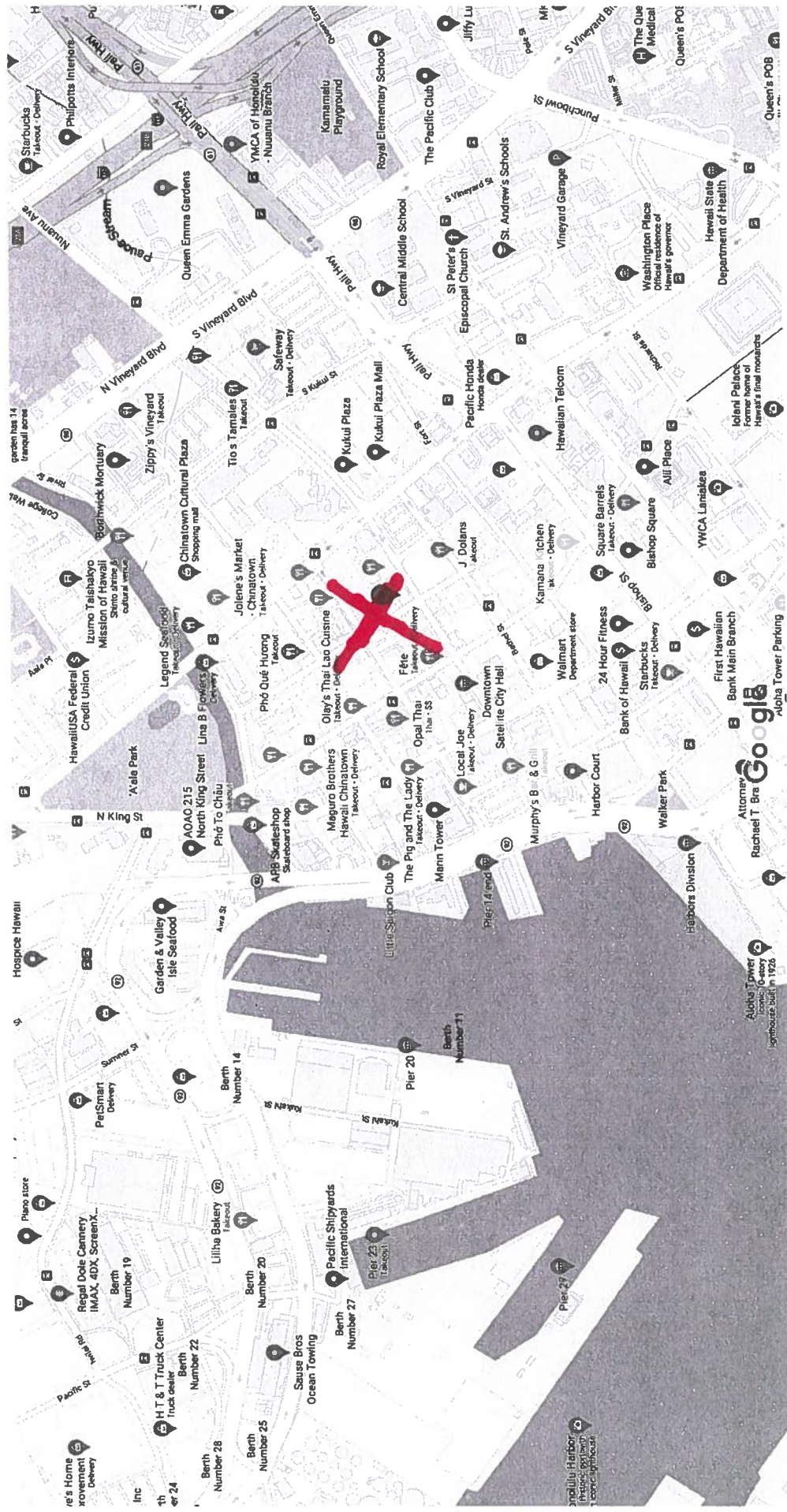
STATE OF HAWAII }
City and County of Honolulu } SS.

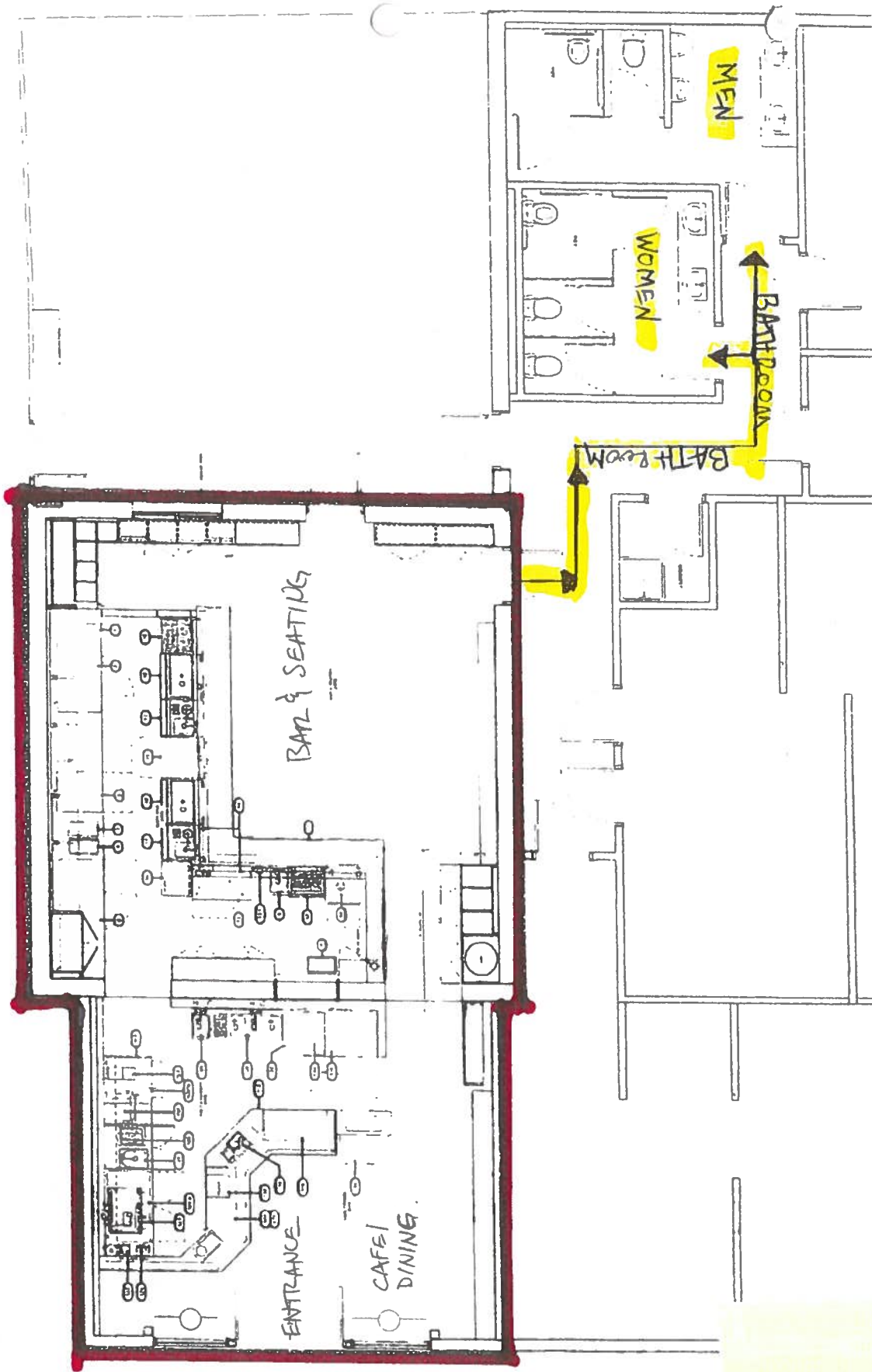
On this 8 day of January, in the year of 2021, personally appeared Cang T. Wong who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Cang T. Wong
Signature of applicant(s) before Notary
Subscribed and sworn to before me this:
8 day of January, 2021
Vey K. Okutsu
Signature of Notary
Print Name: _____
Notary Public, State of Hawaii
My commission expires 04/04/2022
(Place Notary Stamp or Seal here)

NOTARY CERTIFICATION
Date of Doc: 1/8/2021 # of Pages: 2
Notary Name: Vey K. Okutsu 1st Circuit
Doc. Description: Personal History
attendant
Vey K. Okutsu
Notary Signature
1/8/2021
Date
(Place Notary Stamp or Seal here)







OFFSITE BATHROOM
IS APPROXIMATELY 16'
FROM PREMISES

Floor PLAN
"2x4 BIT B"

SEP 16 2021 to SEP 23 2021

Reserved for Office Use (Date/Time Stamp)

DO NOT FILL IN THIS SPACE	
APPLICATION NO. 22-23790	
License Fee	
Publication Cost	
TOTAL	
<input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK:	RECEIPT #

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
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PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/liq

APPLICATION FOR LIQUOR LICENSE

Please place on
Agenda 9/16/21 ah

1. APPLICATION TYPE (Check One Only)

- | | | |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> New | <input type="checkbox"/> Transfer | <input type="checkbox"/> Change to Existing License |
| <input type="checkbox"/> [Stand-Alone] Temporary | <input type="checkbox"/> Temporary | <input type="checkbox"/> Catering |
| Must submit 2 original applications:
1. New Liquor License
2. Stand Alone Temporary Liquor License | Must submit 2 original applications:
1. Transfer of Liquor License
2. Temporary Liquor License | <input checked="" type="checkbox"/> Special [Non-Profit]
<input type="checkbox"/> Special (For Profit)
<input type="checkbox"/> Renewal of Temporary License
<input type="checkbox"/> Provide copy of existing Temporary License
<input type="checkbox"/> Provide extension dates
Start _____ End _____ |
- Liquor License # (if existing): _____

APPLICATION INFORMATION

2. Classification: SPECIAL NP	3. Kind: GENERAL	4. Category:	5. 1 st Event Date (For Catering / Specials / Transient Vessel): Sept 25 th 26 th 2021
6. FEIN: 27-3535773	7. State GE Tax #: W94265926	8. DCCA File #:	
9. Business Name: GROOVE CHILD CHARITIES		10. Trade Name / DBA:	
11. Business Mailing Address: PO Box 61321 HON HI 96839			
12. Business Phone #: 8083581813	Business Fax #: () -	Business Email Address: LTSUCH@HOTMAIL.COM	
13. Primary Contact Mailing Address: 3261 HANOHU PL. HON HI 96816			
14. Primary Contact (Full Name): LANE TSUCHIYA	Primary Contact Phone #: 8083581813	Primary Contact Email Address: LTSUCH@HOTMAIL.COM	
15. Premises Physical Address: 46-056 KAM HWY KANEHE HI 968744		Tax Map Key #:	

16. FOR TRANSFER LICENSES ONLY

Signature required by current license owner to authorize license transfer

Signature of Current License Owner

Print Name

Date

INITIAL

Current License Owner must provide Gross Liquor Sales (GLS) Report and applicable payment upon license transfer

17. Notary Initial: _____

PAYMENT BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD
 DISCOVER, MASTERCARD, VISA MAY BE REQUIRED UPON APPLICATION SUBMITTAL
 SEE FORM CHECKLIST FOR PAYMENT AMOUNT

19. APPLICANT INFORMATION (Check One)

☐ **INDIVIDUAL OR SOLE PROPRIETOR**

Enter Applicant's Resident Address:

☐ Applicant is 21
years of age or older.

☐ **CORPORATION ONLY**

- Form LIQ-LIC-103 (Add/Delete Officers/Directors)
(Includes shareholders owning twenty-five percent (25%) or more of business)

Total # of outstanding
shares:

☐ **PARTNERSHIP OR LLC**

- Form LIQ-LIC-104 (Add/Delete Members/Managers/Partners)

☐ Partners are 21
years of age or older

☐ **UNINCORPORATED ASSOCIATION**

- Form LIQ-LIC-104 (Add/Delete Members/Managers/Partners)

☐ Individuals are 21
years of age or older

☒ **NON-PROFIT ENTITY**

- Must provide proof of Non-Profit status

20. CONDITIONS OF APPLICATION

- (Applicable to Individual Only).** The undersigned individual who resides at the Applicant's Resident address as indicated on the application is the sole owner of the business proposed to be licensed; and is not a person who has been convicted of a felony and not pardoned.
- (Applicable to Corporation Only).** The individuals indicated on the application (and attached sheet(s) if applicable) are all the officers and directors of the applicant corporation; stockholders who own twenty-five percent (25%) or more of its outstanding capital stock; and that each such officer, director, and stockholder is no less than the legal majority age and is not a person who has been convicted of a felony and not pardoned.
- (Applicable to Partnership or LLC).** The individuals indicated on the application (and attached sheets(s) if applicable) are all the members of the undersigned partnership or LLC [Manager Managed LLC's, check manager(s)] each of whom is not a person who has been convicted of a felony and not pardoned, and their respective ages and places of residence are listed.
- (Applicable to Unincorporated Association ONLY).** The individuals indicated on the application are all members of the applicant association and the full names of the officers thereof, each of whom is not a person who has been convicted of a felony and not pardoned, and their respective ages and residence are listed.
- No person other than the applicant named herein will have any interest in the business affected by this application without prior approval of such interest by the Commission.
- No liquor license heretofore issued to applicant has been revoked within the term of two years preceding the date of this application.
- The applicant (or if applicant is an association or corporation, the officers and directors thereof) is familiar with the provisions of the State statutes relating to intoxicating liquors and with the Rules of the Commission and gives consent for a background investigation for determining fitness prior to the issuance of a liquor license.
- The financial statements attached hereto and made part hereof represents a full, true and correct statement of the applicant's financial condition as of the date given on the statement.
- Prior to the issuance of license, the applicant will submit a certificate from the State Director of Taxation and Federal Internal Revenue Service showing the payment of all delinquent taxes, penalties, or interest and if liquors are to be sold for consumption on the licensed premises, a Department of Health sanitation certificate.
- Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating an FBI Identification record are set forth in Title 28, CFR, 16.34

21. APPLICANT SIGNATURE NOTARIZED (Notary not required for Special [Non-Profit])

Person signing must be a Corporate Officer, LLC Member or Authorized Agent

I declare, under penalty of perjury, under the laws of the State of Hawaii and the Rules of the Liquor Commission of the City and County of Honolulu, that I am authorized to prepare this application for and on behalf of the applicant(s) hereabove named; that I have read the foregoing application; and the statements therein set forth are true and correct.

LANCET BUCHHA

Print Name

PRESIDENT

Position/Title

Applicant Signature

8/26/21

Date

22. Notary Initial: _____

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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2021 AUG 26 P 4:22

**SUPPLEMENTAL INFORMATION FOR
 SPECIAL [NON-PROFIT] LICENSE**

Rule 3-82-32.31

NON-PROFIT FEIN NO. 27-3535773

- Name of applicant/organization: CROOVE CHILD CHARITIES
- Type of organization or club (check one):
☐ Athletic ☒ Charitable ☒ Educational ☐ Political ☐ Social
☐ Other (specify): _____
- Purpose of event: PROMOTE LOCAL BUSINESS
 How will this event benefit the applicant? MARKETING EXPOSURE
- Purpose of your organization: ARTS/MUSIC/CULTURE
- Address and location of event: 46-056 KAN HWY KANEOTE HI 96744
- The event will be held on SAT + SUN SEPT 25th + 26th 2021
 (Day of the Week, Month & Day, Year)
- Number of persons expected to attend: 300
- Will advance tickets be sold? ☒ Yes ☐ No Cost of Tickets: \$ 20 (each)
- (If applicable) Entertainment will be provided by: KRAVE MARKETING
 Are any entertainers under 18 yrs. of age? ☐ Yes ☒ No If "yes", please attach a list of minors, their age, birthdates, and parental/guardian consent giving permission for minors to entertain on the premises.
 Name of adult responsible for minors during performance on the premise: NA
- Person in charge of the event: LANCE TSUCHIYA
 Will a third party be involved in operating this event? ☐ Yes ☒ No Phone #: 808 3581813

Consent of Landlord. The Landlord Authorization for Sale & Service of Liquor (form# LIQ-LIC-142) is required as part of the application. All applicants must abide by all liquor laws of the State of Hawaii and the Rules of the Liquor Commission of the City and County of Honolulu pertaining to a Special license:

Section 281-71. Posting of license. The Special License must be posted and exposed to view on the premises, convenient for inspection on the day of the event.

SIGNATURE Applicant / Licensee

DATE

PRINT Applicant / Licensee

TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (form# LIQ-LIC-106), signed by the Director.

For HLC Office Use Only

LCIS ENTRY DATE: _____

☐ Approved

☐ Denied

HLC STAFF INITIAL: _____

One-Day Special License #: _____

Franklin "Don" Pacarro, Jr.
 Administrator

Date

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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2021 AUG 26 P 2 22

STATEMENT OF UNDERSTANDING FOR ONE-DAY SPECIAL [NON-PROFIT] LICENSE

Applicant: groove CHILD CHARITIES

In exchange for the granting of a SPECIAL ONE-DAY license, the above-named applicant acknowledges that:

1. The applicant is a not-for-profit organization of which no part of the income or profit derived from the use of this special license shall be distributable to its members, directors or officers. If a third party will receive a distribution, please note if the third party is a not-for-profit entity and confirm funds will be used for the required purpose of the applicant.
2. The applicant shall comply with the liquor laws of the State of Hawaii and the Rules of the Liquor Commission of the City and County of Honolulu [reference HRS 281-31(j)]. Additionally, the applicant is responsible for its employees', contractors' or agents' compliance with the liquor laws of the State of Hawaii and the Rules of the Liquor Commission.
3. The applicant is not required to register its employees or maintain time records for its employees as required by Rules 3-82-38.4 and 3-82-38.5 of the Rules of the Liquor Commission.
4. Permissible hours of operation for a Special One-Day license for the sale, service or consumption of liquor shall be from 6:00 a.m. to 12:00 midnight or as otherwise approved by the Liquor Commission.
5. Minors under the age of eighteen (18) will not be allowed to sell or serve liquor; minors under the age of twenty-one (21) will be closely supervised by a competent adult.
6. Liquor Control Investigators are authorized to enter the premises and/or function to inspect for compliance with the liquor laws of the State of Hawaii and the Rules of the Liquor Commission.
7. The applicant will be held accountable for maintaining fiscal records of the purchase and the sale of liquor for this function or any distributions of money derived from this function or event. All fiscal records will be maintained within the State of Hawaii and these records, including but not limited to, sales records, invoices, and records of distributions of funds, shall be made available for inspection and/or auditing by the Liquor Commission Auditors upon request. Fiscal records shall be preserved for a period of not less than one year, unless so authorized by the Liquor Commission.
8. The applicant may hire second party caterer(s) for food only (no liquor).

ACKNOWLEDGE RECEIPT AND UNDERSTANDING:

SIGNATURE Applicant

DATE

PRINT Applicant

TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (form# LIQ-LIC-106), signed by the Director.

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LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/lic

LANDLORD AUTHORIZATION
FOR SALE AND SERVICE OF LIQUOR

Rule 3-83-53.1

Date: August 25, 2021

Landlord Name: Trustees of the Estate of Bernice Pauahi Bishop

Mailing Address: 567 South King Street, Suite 200
Honolulu, Hawaii 96813

Landlord Contact Name: Gary Evora Title: Senior Asset Manager

Phone: (808) 541-5312 Fax: (808) 534-3937 Email: gaevora@ksbe.edu

I AUTHORIZE:

Applicant: GROOVE CHILD CHARITIES Liquor License No. SP-11P

Trade Name (DBA): _____

to sell and service liquor at _____

Date(s) of Event: September 25-26, 2021

Start Time/End Time: 10:00am - 10:00pm

Furthermore, I authorize Honolulu Liquor Commission Investigators to inspect the property as required for the sale and service of liquor.

Comments: _____

SIGNATURE Landlord

Date

Gary Evora
PRINT Name

Senior Asset Manager
Title

OFFICE USE:

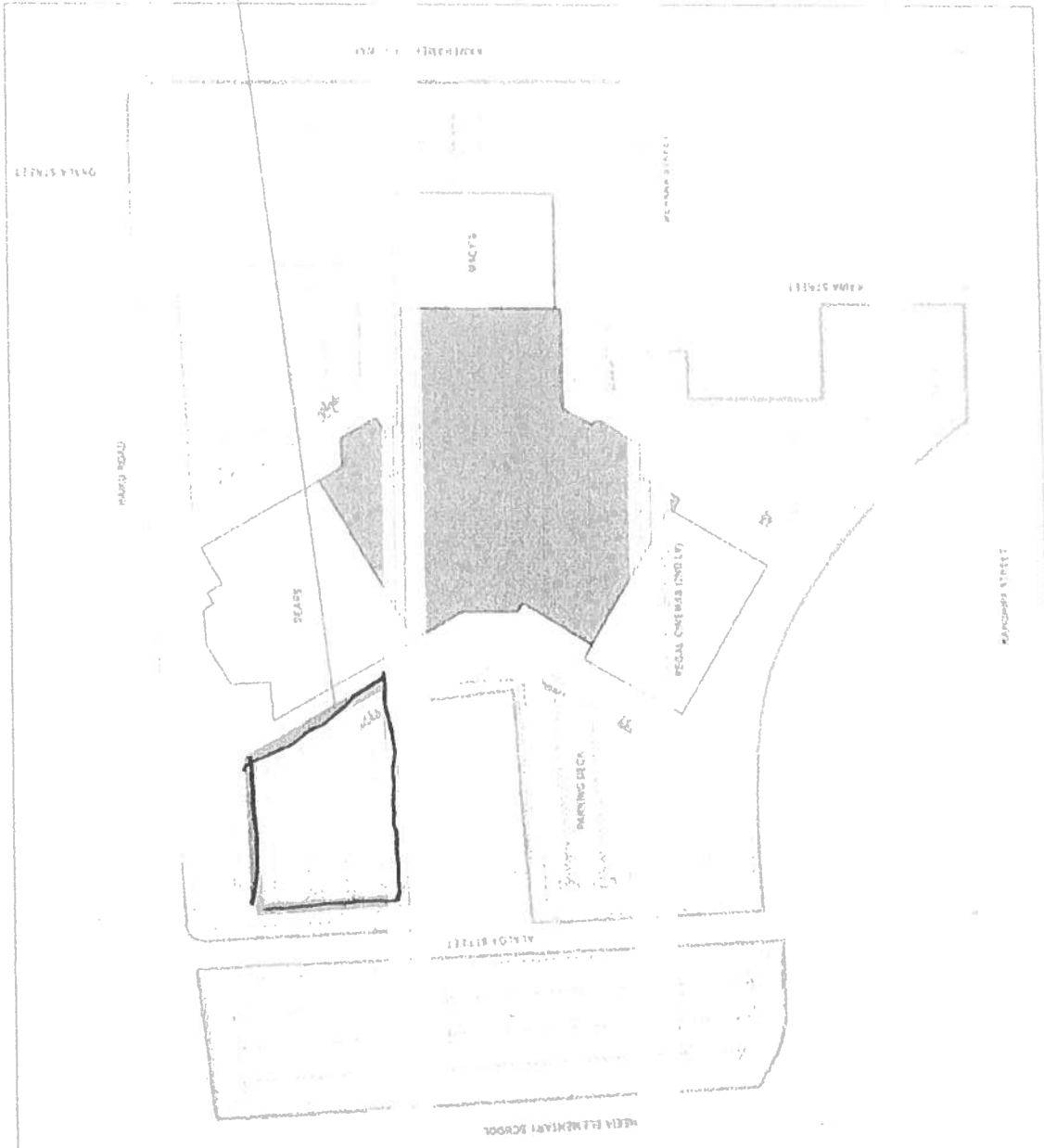
LCIS ENTRY DATE: _____ HLC STAFF INITIAL: _____

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2021 AUG 26 P 5:22

Entire upper Sears lot

APPROX 77,000 SQ. FT.



JONES LANG
LASALLE

Windward Mall

46-056 Kamehameha Highway
Kaneohe, Hawaii 96744

08/26/12

Site Plan

DO NOT FILL IN THIS SPACE	
APPLICATION NO. <u>22-23820</u>	
License Fee	
Publication Cost	
TOTAL	<u>80</u>
<input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK:	RECEIPT #

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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2021 SEP 14 A 11:46

APPLICATION FOR LIQUOR LICENSE

Please place on
 Agenda 9/23/21 ab

1. APPLICATION TYPE (Check One Only)

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> New
<input type="checkbox"/> [Stand-Alone] Temporary
Must submit 2 original applications:
1. New Liquor License
2. Stand Alone Temporary Liquor License | <input type="checkbox"/> Transfer
<input type="checkbox"/> Temporary
Must submit 2 original applications:
1. Transfer of Liquor License
2. Temporary Liquor License | <input type="checkbox"/> Change to Existing License
<input type="checkbox"/> Catering
<input checked="" type="checkbox"/> Special [Non-Profit]
<input type="checkbox"/> Special (For Profit)
<input type="checkbox"/> Renewal of Temporary License
<input type="checkbox"/> Provide copy of existing Temporary License
<input type="checkbox"/> Provide extension dates
Start <u>9/27/21</u> End <u>11/30/21</u> 65 days |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- Liquor License # (if existing): _____

APPLICATION INFORMATION

2. Classification: Special (Non-Profit)	3. Kind: General (all liquor except Alcohol)	4. Category:	5. 1st Event Date (For Catering / Specials / Transient Vessel): 09/27/21 12:01 AM
6. FEIN: 46-0618609	7. State GE Tax #: GE-124-462-0800-01	8. DCCA File #: 236029	
9. Business Name: Hawaii Ag & Culinary Alliance		10. Trade Name / DBA: Hawaii Food & Wine Festival	
11. Business Mailing Address: 3538 Waialae Ave. #202 Honolulu, HI 96816			
12. Business Phone #: (808) 738 - 6245	Business Fax #: () -	Business Email Address: info@hawaiifoodandwinefestival.com	
13. Primary Contact Mailing Address: 3538 Waialae Ave. #202 Honolulu, HI 96816			
14. Primary Contact (Full Name): Cassidy Apo	Primary Contact Phone #: (808) 738 - 6245	Primary Contact Email Address: cassidy@hawaiifoodandwinefestival.com	
15. Premises Physical Address: 3538 Waialae Ave. #202 Honolulu, HI 96816		Tax Map Key #: 33005084	

16. FOR TRANSFER LICENSES ONLY

Signature required by current license owner to authorize license transfer

_____ Signature of Current License Owner	_____ Print Name	_____ Date
_____ Current License Owner must provide Gross Liquor Sales (GLS) Report and applicable payment upon license transfer		
INITIAL		

17. Notary Initial: _____

**18. PAYMENT BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD
(DISCOVER / MASTERCARD / VISA) MAY BE REQUIRED UPON APPLICATION SUBMITTAL
SEE FORM CHECKLIST FOR PAYMENT AMOUNT**

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19. APPLICANT INFORMATION (Check One)

<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR Enter Applicant's Resident Address:	<input type="checkbox"/> Applicant is 21 years of age or older
<input type="checkbox"/> CORPORATION ONLY • Form LIQ-LIC-103 (Add/Delete Officers/Directors) (Includes shareholders owning twenty-five percent (25%) or more of business)	Total # of outstanding shares:
<input type="checkbox"/> PARTNERSHIP OR LLC • Form LIQ-LIC-104 (Add/Delete Members/Managers/Partners)	<input type="checkbox"/> Partners are 21 years of age or older
<input type="checkbox"/> UNINCORPORATED ASSOCIATION • Form LIQ-LIC-104 (Add/Delete Members/Managers/Partners)	<input type="checkbox"/> Individuals are 21 years of age or older
<input checked="" type="checkbox"/> NON-PROFIT ENTITY • Must provide proof of Non-Profit status	

20. CONDITIONS OF APPLICATION

- (Applicable to Individual Only).** The undersigned individual who resides at the Applicant's Resident address as indicated on the application is the sole owner of the business proposed to be licensed; and is not a person who has been convicted of a felony and not pardoned.
- (Applicable to Corporation Only).** The individuals indicated on the application (and attached sheet(s) if applicable) are all the officers and directors of the applicant corporation; stockholders who own twenty-five percent (25%) or more of its outstanding capital stock; and that each such officer, director, and stockholder is no less than the legal majority age and is not a person who has been convicted of a felony and not pardoned.
- (Applicable to Partnership or LLC).** The individuals indicated on the application (and attached sheets(s) if applicable) are all the members of the undersigned partnership or LLC [Manager Managed LLC's, check manager(s)] each of whom is not a person who has been convicted of a felony and not pardoned, and their respective ages and places of residence are listed.
- (Applicable to Unincorporated Association ONLY).** The individuals indicated on the application are all members of the applicant association and the full names of the officers thereof, each of whom is not a person who has been convicted of a felony and not pardoned, and their respective ages and residence are listed.
- No person other than the applicant named herein will have any interest in the business affected by this application without prior approval of such interest by the Commission.
- No liquor license heretofore issued to applicant has been revoked within the term of two years preceding the date of this application.
- The applicant (or if applicant is an association or corporation, the officers and directors thereof) is familiar with the provisions of the State statutes relating to intoxicating liquors and with the Rules of the Commission and gives consent for a background investigation for determining fitness prior to the issuance of a liquor license.
- The financial statements attached hereto and made part hereof represents a full, true and correct statement of the applicant's financial condition as of the date given on the statement.
- Prior to the issuance of license, the applicant will submit a certificate from the State Director of Taxation and Federal Internal Revenue Service showing the payment of all delinquent taxes, penalties, or interest and if liquors are to be sold for consumption on the licensed premises, a Department of Health sanitation certificate.
- Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34

21. APPLICANT SIGNATURE NOTARIZED (Notary not required for Special [Non-Profit])

Person signing must be a Corporate Officer, LLC Member or Authorized Agent

I declare, under penalty of perjury, under the laws of the State of Hawaii and the Rules of the Liquor Commission of the City and County of Honolulu, that I am authorized to prepare this application for and on behalf of the applicant(s) hereinabove named; that I have read the foregoing application; and the statements therein set forth are true and correct.

Cassidy K. Apo Applicant Signature
Cassidy Apo Event Coordinator
Print Name Position/Title
9/13/21 Date

22. Notary Initial: _____

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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 2021 SEP 14 A 11:46

**SUPPLEMENTAL INFORMATION FOR
 SPECIAL [NON-PROFIT] LICENSE**

Rule 3-82-32.31

NON-PROFIT FEIN NO. 46-0618609

1. Name of applicant/organization: Hawaii Ag & Culinary Alliance
2. Type of organization or club (check one):
☐ Athletic ☐ Charitable ☒ Educational ☐ Political ☐ Social
☐ Other (specify): _____
3. Purpose of event: This is an online auction to raise funds to support programs focused on the culinary and hospitality industry
 How will this event benefit the applicant? Provide funds to support programs and events which provide relief to those in the culinary and hospitality industry who are in need
4. Purpose of your organization: Supports culinary, agricultural, environment, cultural, education programs
5. Address and location of event: Hawaii Food & Wine Festival, 3538 Waiialae Ave. #202, Honolulu, HI 96816
6. The event will be held on Monday, September 27 - Tuesday, November 30, 2021
 (Day of the Week, Month & Day, Year)
7. Number of persons expected to attend: 125 Virtual Attendees
8. Will advance tickets be sold? ☐ Yes ☒ No Cost of Tickets: \$ varied auction (each)
9. (If applicable) Entertainment will be provided by: _____
 Are any entertainers under 18 yrs. of age? ☐ Yes ☒ No If "yes", please attach a list of minors, their age, birthdates, and parental/guardian consent giving permission for minors to entertain on the premises.
 Name of adult responsible for minors during performance on the premise: _____
10. Person in charge of the event: Denise Yamaguchi
 Will a third party be involved in operating this event? ☐ Yes ☒ No Phone #: _____

Consent of Landlord. The Landlord Authorization for Sale & Service of Liquor (form# LIQ-LIC-142) is required as part of the application. All applicants must abide by all liquor laws of the State of Hawaii and the Rules of the Liquor Commission of the City and County of Honolulu pertaining to a Special license:

Section 281-71. Posting of license. The Special License must be posted and exposed to view on the premises, convenient for inspection on the day of the event.

Cassidy Apo
 SIGNATURE Applicant / Licensee

9/13/21
 DATE

Cassidy Apo
 PRINT Applicant / Licensee

Event Coordinator
 TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (form# LIQ-LIC-106), signed by the Director.

For HLC Office Use Only

LCIS ENTRY DATE: _____

☐ Approved ☐ Denied

HLC STAFF INITIAL: _____

One-Day Special License #: _____

Franklin "Don" Pacarro, Jr.
 Administrator

 Date

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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2021 SEP 14 A 11:46

STATEMENT OF UNDERSTANDING FOR ONE-DAY SPECIAL [NON-PROFIT] LICENSE

Applicant: Hawaii Ag & Culinary Alliance

In exchange for the granting of a SPECIAL ONE-DAY license, the above-named applicant acknowledges that:

1. The applicant is a not-for-profit organization of which no part of the income or profit derived from the use of this special license shall be distributable to its members, directors or officers. If a third party will receive a distribution, please note if the third party is a not-for-profit entity and confirm funds will be used for the required purpose of the applicant.
2. The applicant shall comply with the liquor laws of the State of Hawaii and the Rules of the Liquor Commission of the City and County of Honolulu [reference HRS 281-31(j)]. Additionally, the applicant is responsible for its employees', contractors' or agents' compliance with the liquor laws of the State of Hawaii and the Rules of the Liquor Commission.
3. The applicant is not required to register its employees or maintain time records for its employees as required by Rules 3-82-38.4 and 3-82-38.5 of the Rules of the Liquor Commission.
4. Permissible hours of operation for a Special One-Day license for the sale, service or consumption of liquor shall be from 6:00 a.m. to 12:00 midnight or as otherwise approved by the Liquor Commission.
5. Minors under the age of eighteen (18) will not be allowed to sell or serve liquor; minors under the age of twenty-one (21) will be closely supervised by a competent adult.
6. Liquor Control Investigators are authorized to enter the premises and/or function to inspect for compliance with the liquor laws of the State of Hawaii and the Rules of the Liquor Commission.
7. The applicant will be held accountable for maintaining fiscal records of the purchase and the sale of liquor for this function or any distributions of money derived from this function or event. All fiscal records will be maintained within the State of Hawaii and these records, including but not limited to, sales records, invoices, and records of distributions of funds, shall be made available for inspection and/or auditing by the Liquor Commission Auditors upon request. Fiscal records shall be preserved for a period of not less than one year, unless so authorized by the Liquor Commission.
8. The applicant may hire second party caterer(s) for food only (no liquor).

ACKNOWLEDGE RECEIPT AND UNDERSTANDING:

Cassidy K. Apo
 SIGNATURE Applicant

9/13/21
 DATE

Cassidy Apo
 PRINT Applicant

Event Coordinator
 TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (form# LIQ-LIC-106), signed by the Director.

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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LANDLORD AUTHORIZATION FOR SALE AND SERVICE OF LIQUOR

Rule 3-83-53.1

Landlord's Name: Hawaii Food & Wine Festival

Mailing Address: 3538 Waialae Ave. #202, Honolulu, HI 96816

Contact Name: Denise Yamaguchi Title: CEO

Bus. #: (808) 738-6245 Mobile #: (808) 386-2538 Email: deniseyamaguchi@hawaiiifoodandwinefestival.com

I AUTHORIZE:

Applicant Name: Hawaii Ag & Culinary Alliance

Trade Name / DBA: Hawaii Food & Wine Festival

to sell and serve liquor at 3538 Waialae Ave. #202, Honolulu, HI 96816
 (Address)

Date(s) of Event: September 27 - November 30, 2021

Start Time: 12:01 AM End Time: 11:59 PM

Furthermore, I authorize Honolulu Liquor Commission Investigators to inspect the property as required for the sale and service of liquor.

Comments: _____



SIGNATURE Landlord

9/14/2021

DATE

Denise Yamaguchi

PRINT Landlord

CEO

TITLE

For HLC Office Use Only

LCIS ENTRY DATE: _____ HLC STAFF INITIAL: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY
RECEIVED
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C&C OF HONOLULU

Date: **SEP 10 2013**

HAWAII FOOD & WINE FESTIVAL
FOUNDATION
PO BOX 235480
HONOLULU, HI 96823

Employer Identification Number: 46-0618609
DLN: 17053015446033
Contact Person: HARRY J DAMRON ID# 31499
Contact Telephone Number: (877) 829-5500
Accounting Period Ending: December 31
Public Charity Status: 170(b)(1)(A)(vi)
Form 990 Required: Yes
Effective Date of Exemption: April 26, 2012
Contribution Deductibility: Yes
Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

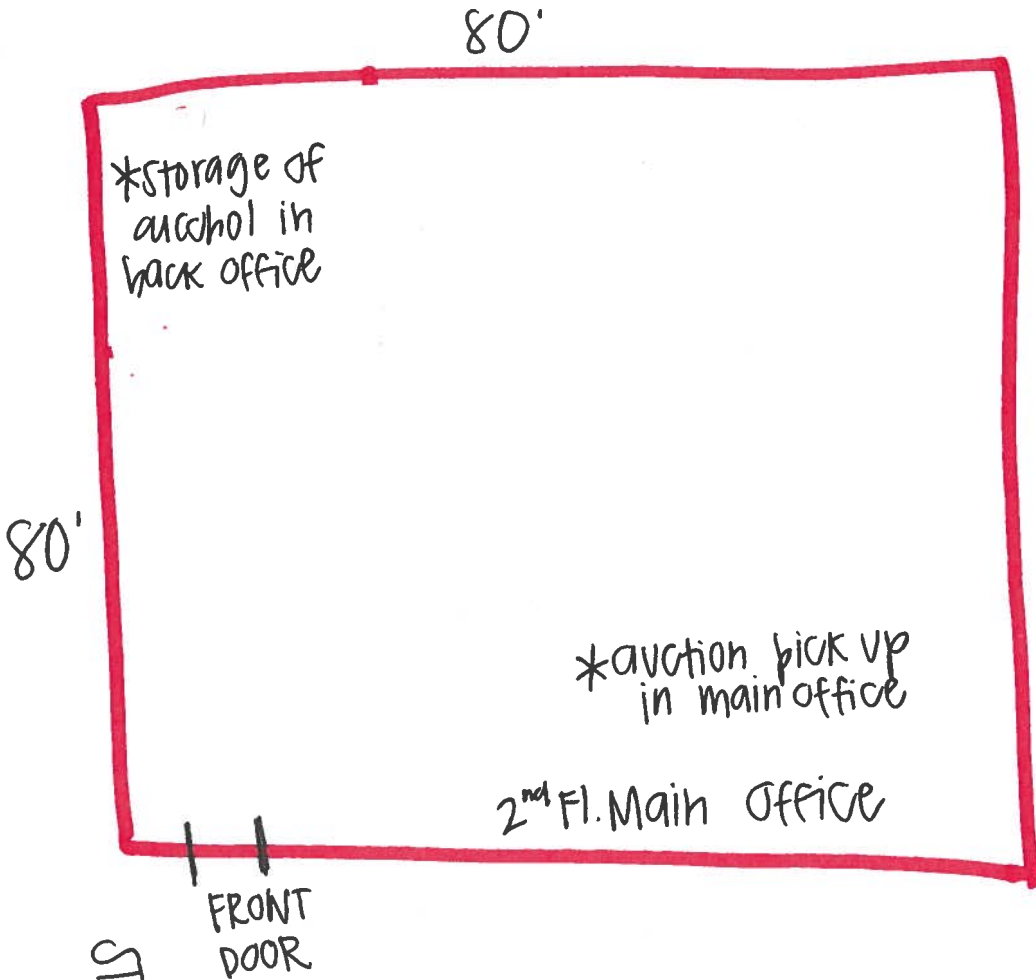
Letter 947 (DO/CG)

Hawaii Food & Wine Festival
3538 Waiānāe Ave. #202
Honolulu, HI 96816

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 SEP 14 A 11:1

Waiānāe Ave.



STAIRWAY

7-Eleven

Waiānāe Ave.

Sierra Drive

LICENSING INVESTIGATIVE REPORT

DATE: September 15, 2021

SUBJECT: New Application No. 21-23402 from MIBB #2 LLC dba Moani
Waikiki, Restaurant General (Category 2-Music/Dancing) license, at
2330 Kalakaua Avenue, #312, Honolulu, (former location of Kona
Macadamia, Inc., dba Kona Grill (R1182-Canceled Voluntary)

COMPANY STRUCTURE:

MIBB #2 LLC: Organized under the laws of the State of Hawaii and
registered on March 25, 2021, as an existing limited liability manager-
managed company. Its members are:

	<u>Title</u>	<u>Interest</u>
Keolanui LLC	Member	50%
Micah Keolanui	Manager-Manager	0%
Terrence Lee	Member-Manager	16%
Rainer Kumbroch	Member	13%
Island Hauling, Inc.	Member	8%
Taryn Miyamoto	Member	4%
Ricky Miyamoto	Member	4%
Michael Leslie	Member	5%
		Total: 100%

See **Exhibit A1-A6** for biographical background information for M.
Keolanui, T. Lee, R. Kumbroch, T. Miyamoto, R. Miyamoto and M. Leslie.
CJIS check resulted with negative convictions on all above
members/manager.

FINGERPRINTS:

All have done their fingerprinting but one member (M. Leslie) is on
scheduled for fingerprinting.

Keolanui LLC: Organized and registered under the State of Hawaii laws on
September 7, 2018, an existing limited liability member-manager company.
Its members are:

	<u>Title</u>	<u>Interest</u>
Micah Keolanui	Member	25%
Caleb Keolanui	Member	25%
Arnold Jacob Keolanui	Member	5%
Arnold P. Keolanui	Member	35%
Noah Keolanui	Member	5%
Seth Keolanui	Member	5%
		Total: 100%

Island Hauling, Inc.: Incorporated and registered under the State of Hawaii Laws on April 26, 2006; an existing corporation in good standing. A change of officers/directors was filed on November 21, 2018. The current officers/directors are:

	<u>Title</u>	<u>Interest</u>
Desiree Zamora	GM	0%
Chad Kobayashi	P/D	50%
Ken Arakawa	V/D	50%
		Total: 100%

FINANCIAL STATEMENT FOR MIBB #2 LLC DBA MOANI WAIKIKI AS OF APRIL 30, 2021:

Financial Statement of the applicant, dated April 30, 2021, was submitted to Commission on June 18, 2021, and certified by the applicant to be substantially correct.

COST AND FINANCING:

Approximately \$300,000.00; financed by MIBB LLC.

TRADE NAME:

According to a Certificate of Registration of Trade Name from The State of Hawaii Department of Commerce and Consumer Affairs, the applicant has secured the use of the trade name "Moani Waikiki" from 04/23/21 to 04/22/26.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed licensed premises is located on the 3rd floor, Central-ewa side of the International Marketplace; Suite #312.

Details of premises: (Former location of Kona Grill); same dimensions with a few permanent upgrades; stage, dance floor, lighting and furnitures.

- a. Main entrance on the mauka-kkhd side of the proposed premises.
- b. Main (indoor) dining area consist of approximately 5,388 square feet.
 1. Dining area includes stage and indoor bar; 4,664 square feet.
 2. Fully equipped kitchen along the ewa side; 1,676 square feet.
 3. Separated restrooms ewa-mauka corner; 704 square feet.
 4. Mezzanine is located at the mauka-ewa side of kitchen; stairwell to, and approximately 1,156 square feet.
- c. Outdoor covered-patio dining at the makai-kkhd side; 1,934 square feet of irregular shaped space.
- d. Outdoor open-air patio dining; 655 square feet of irregular shaped space kkhd end of the covered patio dining.
- e. Valet & self-park available within the IMP parking complex.

See **Exhibit B1 & B2** floor plan & photograph

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

None

SAME CLASS OF LICENSE WITHIN 500 FEET:

Billow Hawaii, LLC dba Kushi Katsu Tanaka (R1346-Safekeeping)
2250 Kalakaua Ave., Space No. 9, Honolulu
Approximately 485 feet Ewa from proposed premises.

Baikohken Hawaii, LLC (R1350-Safekeeping)
2250 Kalakaua Ave., Space 4, Honolulu
Approximately 490 feet Ewa from proposed premises.

California Pizza Kitchen, Inc. (R0795)
2284 Kalakaua Ave., Honolulu
Approximately 195 feet Ewa from proposed premises.

Maui Brewing Waikiki LLC dba Maui Brewing Co. (R1223)
2300 Kalakaua Ave., Honolulu
Approximately 220 feet makai from proposed premises.

Yuimaru Holdings Inc. dba Waikiki Food Hall Co. (R1395)
2301 Kalakaua Ave., C-311, Honolulu
Approximately 405 feet makai-ewa from proposed premises.

IHW Spirits Inc. dba Island Vintage Wine Bar (R1367)
2301 Kalakaua Ave., C-214, Honolulu
Approximately 495 feet makai-ewa from proposed premises.

Noi Hawaii LLC (R1127)
2301 Kalakaua Ave., C-308B, Honolulu
Approximately 420 feet makai-ewa from proposed premises.

Skybox Taphouse Inc. dba Skybox Taphouse (R1456)
2324 Kalakaua Ave., Honolulu
Approximately 190 feet makai from proposed premises.

Hawaii Cheesecake Factory Restaurant Inc. (R0686)
2301 Kalakaua Ave., C112A, Honolulu
Approximately 390 feet makai from proposed premises.

Shorefyre 2 Inc. dba Shorefrye (R1366)
2330 Kalakaua Ave., Unit #396, Honolulu
Approximately 220 feet makai-kkhd from proposed premises.

Goma 5, Inc. dba Goma Tei Ramen IMP (R1195)
2330 Kalakaua Ave., Honolulu
Approximately 160 feet mauka from proposed premises.

Waikiki Eats, LLC dba Herringbone (R1249)
2330 Kalakaua Ave., Store No. 316, Honolulu
Approximately 170 feet kkhd from proposed premises.

RY-12, Inc. dba Eating House 1849 by Roy Yamaguchi (R1179)
2330 Kalakaua Ave., #322, Honolulu
Approximately 175 feet kkhd from proposed premises.

IM-IMP Food Hall LLC dba (R1240)
Kuhio Avenue Food Hall/Banzai Burger/Lapina Cantina
2330 Kalakaua Ave., #156, Honolulu
Approximately 140 feet mauka & beneath proposed premises.

MNS, LTD. dba Dukes Lane Market & Eatery (R1244)
2255 Kuhio Ave., Honolulu
Approximately 250 feet mauka-ewa from proposed premises.

Paia fishmarket Waikiki, Inc. dba Paia Fishmarket (R1325)
2299 Kuhio Ave., Space No. D, Honolulu
Approximately 230 feet mauka from proposed premises.

Woojin F&B Hawaii, Inc. dba Seoul Tofu House (R2343)
2299 Kuhio Ave., Space C, Honolulu
Approximately 280 feet mauka-ewa from proposed.

Mitsuwa Corporation dba Mitsuwa Marketplace (R1241)
2301 Kuhio Ave., Store #250, Honolulu
Approximately 235 feet mauka from proposed premises.

KPC Retail LLC dba Kona Coffee Purveyors (R1181)
2301 Kuhio Ave., #160, Honolulu
Approximately 240 feet mauka from proposed premises.

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

Currently 530 restaurant licenses issued within the City and County of Honolulu, of which 490 are of the general kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT ISSUANCE OF THE LICENSE:

Kind of business: A complete sit-down dining/drinking, food, beverage and live music entertainment. Dining will be of high quality product, but reasonably priced to all income demographics.

Business Hours: Sunday to Thursday from 11:30 am to 12:30 am.

Friday & Saturday from 11:30 am to 01:30 am.

A mixture of 60-70 full time & part time employees, and 4 managers.

Lease: The Lease was made as of the 25th of May 2021, by and between TRG IMP LLC ("Landlord"), and MIBB #2 LLC ("Tenant").

Length of Term: Ten (10) Lease Years

BUSINESS PLAN:

See Exhibit C

NOISE IMPACT EVALUATION:

The proposed licensed premises has and will utilized its outdoor dining areas. There will be live entertainment from within the enclosed indoor dining area; designated dance floor fronting stage.

See **Exhibit D**

OTHER LIQUOR LICENSE INTERESTS:

MIBB LLC dba Moani Island Bistro & Bar (R1389)
91-5431 Kapolei Parkway, Space H-102
Kapolei, HI. 96707
From 01/08/2020 to 06/30/2022

Da Kitchen At The Crown (E1517)
1837 Kapiolani Blvd.
Honolulu, HI. 968266
04/23/2013 to 06/30/2015
Micah Keolanui held a 50% member of the above licensee.

Terrence Lee holds current & past affiliations as Authorized Agent,
Officer/Director & Member with Roy's Restaurants;

1. Roy's Restaurant (R0679)
6600 Kalaniana'ole Hwy. Honolulu
From 08/25/03 to 06/30/22
2. Roy's Ko Olina (R0702)
92-1220 Alanui Dr., Kapolei
From 07/15/04 to 06/30/22
3. Roy's Waikiki (R0817)
226 Lewers St., Space W-103, Honolulu
From 04/25/07 to 06/30/22
4. Beach House By Roy Yamaguchi (R1173)
57-091 Kamehameha Hwy. Kahuku
From 07/29/16 to 06/30/22
5. Eating House 1849 By Roy Yamaguchi (R1179)
2330 Kalakaua Ave., Store #322, Honolulu
From 08/22/16 to 06/30/22

**HISTORY OF VIOLATIONS OF OTHER LIQUOR LICENSE INTERESTS
DURING THE PERIOD OWNER OR OPERATED BY THE PRINCIPALS:**

According to the LCIS, Da Kitchen At The Crown was cited for 6 violations and two complaints. The 2 complaints involves Prohibitions; sell/service to minors, and minor consumption and purchasing of liquor. Applicant was fined for four of the violations totaling at \$2,520.00.

As for Roy's Restaurant, it recorded 9 violations from 4 of its licensees; 3 Prohibitions involving minors-sell/service to minors. A total of \$1,231.58 in monetary fines.

See **Exhibits E** (5 pages)

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

As of September 15, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

ZONING CLEARANCE:

A valid zoning clearance dated 5/10/21 and received 6/18/21 from the Department of Planning & Permit (DPP); use is permitted under Resort Mixed Use Precinct.


NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. At a minimum, the notification shall include the date of public hearing.


The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

OPINION:

Statutory requirements has been met for this filing.


Homer Tamapua
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Investigator *9/11/2011* *wh*

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/hlc

2021 JUN 18 AM 10:50

Rule 3-83-53.1

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) _____
 *If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

[illegible]

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL:

SK

List your experience in the liquor industry: I have been a nightclub promoter for over 15 years. Worked in and with many bars and nightclubs in the State of Hawaii.

Will you devote time to manage the subject business? X YES NO

If answer is "YES", will it be X FULL TIME, or PART-TIME?

I, Micah Keolanui, of ,
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

[Signature]

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 10th day of June, in the year of 2021, personally appeared
Micah Keolanui

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

[Signature]
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

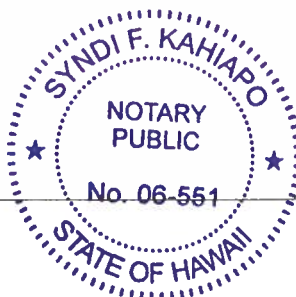
10th day of June, 20 21

[Signature]
Signature of Notary

Print Name: Syndi F. Kahiapo
Notary Public, State of Hawaii

My commission expires 9/10/2022

(Place Notary Stamp or Seal here)



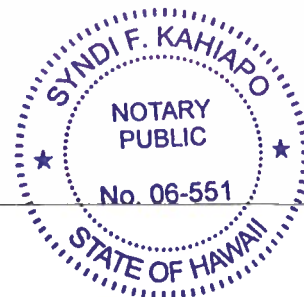
NOTARY CERTIFICATION

Date of Doc: June 10, 2021 # of Pages: 2
Notary Name: Syndi F. Kahiapo Circuit
Doc. Description: Personal History and Affidavit

[Signature]
Notary Signature

JUN 10 2021
Date

(Place Notary Stamp or Seal here)



**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249

PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov

INTERNET ADDRESS: www.honolulu.gov/liq

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2021 JUN 18 AM 10:57

PERSONAL HISTORY & AFFIDAVIT (PHA)

Rule 3-83-53.1

NAME Lee, Terrence Mark SOCIAL SECURITY NO. _____
 (Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY 1 STATE _____ ZIP CODE _____

BUS. PH (808) 628-7530 MOBILE PH () _____ EMAIL 1

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE 65 MARITAL STATUS Married
 (City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1973

NAME OF HIGH SCHOOL Iolani High School, Honolulu, HI
 (include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1977

NAME OF COLLEGE University of Hawaii at Manoa, Honolulu, HI
 (include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED Juris Doctorate, Year 1980, Hastings College of Law, San Francisco, CA

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) N/A
 *If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
08/1973	05/1980	Student	N/A	
06/1980	08/1997	Attorney/Partner	Torkildson Katz Moore, Heatherington Harris	Honolulu, HI
08/1997	12/2006	Attorney	Self	Honolulu, HI
01/2007	08/2014	Partner/Attorney	Bickerton Lee Dang Sullivan & Meheula	Honolulu, HI
08/2014	Present	Partner/Attorney	Sullivan Meheula Lee	Honolulu, HI

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: SEK

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2021 JUN 18 P 2:42

List your experience in the liquor industry: Current officer of owner(s) of multiple restaurants located in Hawaii on Oahu, Maui, Kauai and the Big Island

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C&C OF HONOLULU

Will you devote time to manage the subject business? _____ YES _____ X NO

2021 JUN 18 P 2:41

If answer is "YES", will it be _____ FULL TIME, or _____ PART-TIME?

I, Terrence Mark Lee

(Print Applicant's Full Name)

of _____ (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Terrence Mark Lee
Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 11th day of May, in the year of 2021, personally appeared

Terrence Mark Lee

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Terrence Mark Lee
Signature of Applicant(s) before Notary

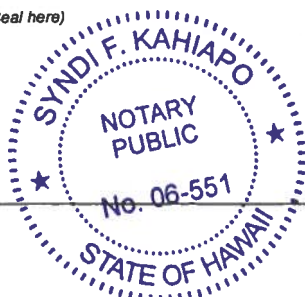
Subscribed and sworn to before me this:

11th day of May, 20 21

Print Name: Syndi F. Kahiapo
Notary Public, State of Hawaii

My commission expires 9/10/2022

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: MAY 11 2021 # of Pages: 2

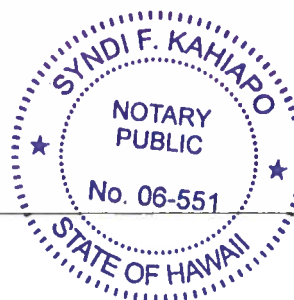
Notary Name: Syndi F. Kahiapo First Circuit

Doc. Description: Personal History & Affidavit

Syndi F. Kahiapo
Notary Signature

MAY 11 2021
Date

(Place Notary Stamp or Seal here)



**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/lic

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C&C OF HONOLULU

PERSONAL HISTORY & AFFIDAVIT (PHA) JUN 18 AM 10:57
Rule 3-83-53.1

NAME Kumbroch, Rainer SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (____) _____ MOBILE PH (____) _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE 61 MARITAL STATUS Married
(City, State) (MM/DD/YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1977

NAME OF HIGH SCHOOL Singapore American School - Singapore
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 2 YEAR COMPLETED 1980

NAME OF COLLEGE Kapiolani Community College - Honolulu, HI
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED _____

CITIZENSHIP* U.S. DATE ARRIVED IN HAWAII (if applicable) _____
*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment)

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
9/1979	9/1980	Busboy	Hyatt Regency	Waikiki
4/1980	5/1982	Waiter	Cafe De Lisle	Kapahulu
5/1982	6/1988	General Manager	Pacific Food Services (Andrews)	Honolulu
6/1989	12/2013	President	Roy's Restaurant	Honolulu

6/88 - 6/89 Took a year off to do home maintenance

12/2013 - Present Retired

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: _____

List your experience in the liquor industry: Busboy, waiter, bartender, assistant manager, general manager,
operations manager, president

Will you devote time to manage the subject business? YES X NO

If answer is "YES", will it be FULL TIME, or PART-TIME?

I, Rainer Kumbroch

(Print Applicant's Full Name)

, of

(Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I

(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 25th day of May, in the year of 2021, personally appeared

Rainer Kumbroch

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

25th day of May, 2021

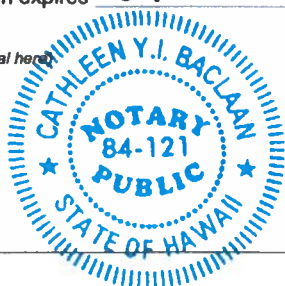
Signature of Notary

Print Name: Cathleen Y.I. Bacalan

Notary Public, State of Hawaii

My commission expires 04-12-2024

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: undated # of Pages: 2

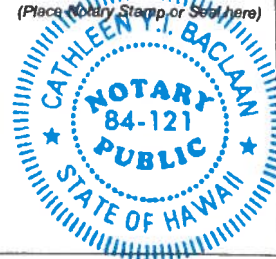
Notary Name: Cathleen Y.I. Bacalan 1st Circuit

Doc. Description: Personal History and
affidavit

Notary Signature [Signature] 05-26-2021

Date

(Place Notary Stamp or Seal here)



**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/liq

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LIQUOR COMMISSION
C&C OF HONOLULU

PERSONAL HISTORY & AFFIDAVIT (PHA)

Rule 3-83-53.1

2021 JUN 18 AM 10:57

NAME Miyamoto, Taryn Sachie SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 842-9933 MOBILE PH () _____ EMA _____

PLACE OF BIRTH _____ DATE OF BIRTH 1/30/42 AGE 42 MARITAL STATUS Married
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1997

NAME OF HIGH SCHOOL Kaiser High School, Honolulu, HI
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 2004

NAME OF COLLEGE University of Hawaii, Honolulu, HI
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED N/A

CITIZENSHIP* U.S. citizen DATE ARRIVED IN HAWAII (if applicable) _____
*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
01/1998	2000	Student	University of Hawaii	Honolulu, HI
01/2000	09/2002	Sales	The Body Shop	Honolulu, HI
06/2002	Present	Owner	In Line Flooring	Honolulu HI

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: JS

List your experience in the liquor industry: None

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LIQUOR COMMISSION
C&C OF HONOLULU
2021 JUN 18 P 2:42

Will you devote time to manage the subject business? YES X NO

If answer is "YES", will it be FULL TIME, or PART-TIME?

I, Taryn Miyamoto, of _____
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Taryn Miyamoto
Signature



FOR NOTARY USE ONLY

STATE OF HAWAII }
City and County of Honolulu } SS.

On this 13th day of May, in the year of 2021, personally appeared
Taryn Miyamoto

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Taryn Miyamoto
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

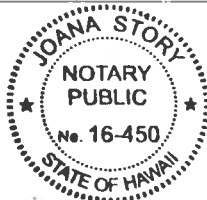
13th day of May, 20 21

Joana Story
Signature of Notary

Print Name: Joana Story
Notary Public, State of Hawaii

My commission expires 12-11-2024

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: May 13, 2021 # of Pages: 1

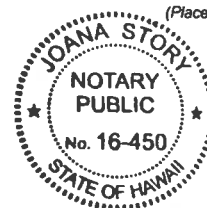
Notary Name: Joana Story Circuit

Doc. Description: Liquor Commission City and County of Honolulu Personal History and Affidavit

Joana Story
Notary Signature

5-13-21
Date

(Place Notary Stamp or Seal here)



**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249

PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov

INTERNET ADDRESS: www.honolulu.gov/liq

PERSONAL HISTORY & AFFIDAVIT (PHA)

Rule 3-83-53.1

NAME Miyamoto, Ricky Heiji SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 842-9933 MOBILE PH () _____ EMAIL _____

PLACE OF BIRTH Honolulu, HI DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1988

NAME OF HIGH SCHOOL Kaimuki High School, Honolulu, HI
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 0 YEAR COMPLETED _____

NAME OF COLLEGE N/A
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED N/A

CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____

*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
06/1984	05/2003	Flooring installer	Holby's, Inc.	Honolulu, HI
06/2003	Present	Owner	In Line Flooring	Honolulu, HI

(If additional space is needed, please attach a separate sheet)

EXHIBIT A5

NOTARY INITIAL: JS

List your experience in the liquor industry: None

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2021 JUN 18 1P X 2012

Will you devote time to manage the subject business? YES

If answer is "YES", will it be FULL TIME, or PART-TIME?

I, Ricky Miyamoto, of _____
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

[Signature]

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII }
City and County of Honolulu } SS.

On this 13th day of May, in the year of 2021, personally appeared
Ricky Miyamoto

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by (his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

[Signature]
Signature of applicant(s) before Notary

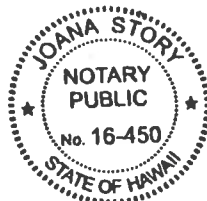
Subscribed and sworn to before me this:

13th day of May, 20 21

Joana Story
Signature of Notary
Print Name: Joana Story
Notary Public, State of Hawaii

My commission expires 12-11-2024

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: May 13, 2021 # of Pages: 1

Notary Name: Joana Story First Circuit

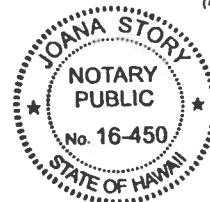
Doc. Description: Liquor Commission City and County of Honolulu Personal History + Affidavit

Joana Story
Notary Signature

5-13-21

Date

(Place Notary Stamp or Seal here)



**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249

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INTERNET ADDRESS: www.honolulu.gov/liq

**RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU**

2021 MAY -6 P 2:45

PERSONAL HISTORY & AFFIDAVIT (PHA)

Rule 3-83-53.1

NAME LESLIE, MICHAEL SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE HI ZIP CODE _____

BUS. PH (808) 670-2638 MOBILE PH _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE 46 MARITAL STATUS SINGLE
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1993

NAME OF HIGH SCHOOL Kaiser High School
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 0 YEAR COMPLETED N/A

NAME OF COLLEGE N/A
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED N/A

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) _____
*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
1993 -	1995	Driver/Meat	Niu Valley Union 76	Niu Valley
1995 -	1996	Mechanic Helper	Kaunua Automotive	Kaunua Vaa,
1996 -	1999	Groundskeeper	City & County of HI	Kapiolani Park
1996 -	2003	COOK	Shack Hawaii Kai	Hawaii Kai
1999 -	2008	COOK / ex. Chef	Roys Restaurant	MULTIPLE
2008 -	2012	CHEF	Shack Waikiki	Waikiki
2012 -	2013	Butcher	MORIMOTO	Waikiki
2012 -	2013	CHEF	PF CHANGES	Waikiki
8/2013 -	8/14	CHEF	ALAN WONGS	ALAMONA
9/14 -	8/17	CHEF	Roys Res.	MULTIPLE
9/17 -	10/18	groundskeeper	HANSEN DIS.	PEARL CITY
10/18 -	4/19	unemployed		
4/19 -	PRESENT	CHEF	MOANA ISLAND BBQ	KAPOLAH

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: SPK.

EXHIBIT A 6

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2021 JUN 18 P 2:44

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2021 MAY -6 P 2:48



04.04.21

MOANI Island Bistro & Bar

International Market Place

EXHIBIT B1

2021 SEP -2 AM 10:43

①
 ②

JOHN HUGHES PALL DIRECTOR
HONOLULU, HAWAII 96813
phone: (808) 591-7270



This work was prepared by me or under my supervision and contribution of the report will be under my responsibility. Signatures of Candidates to be filled in Section 1.200 of the Rules and Regulations of the Board of Professional Engineers, Architects and Surveyors of the State of Missouri.

REVISION	DATE
2 ADDENDUM 1	6-17-88
1 REVISIONS	6-28-88
1	

CLIENT

PROJECT:
Moani Island Bistro & Bar

T.M.K. 24-022, 008, 007, 006, 000, 043

SCALE:	AS NOTED
1	2
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99	100

DRAWN:

PROJECT NO.:

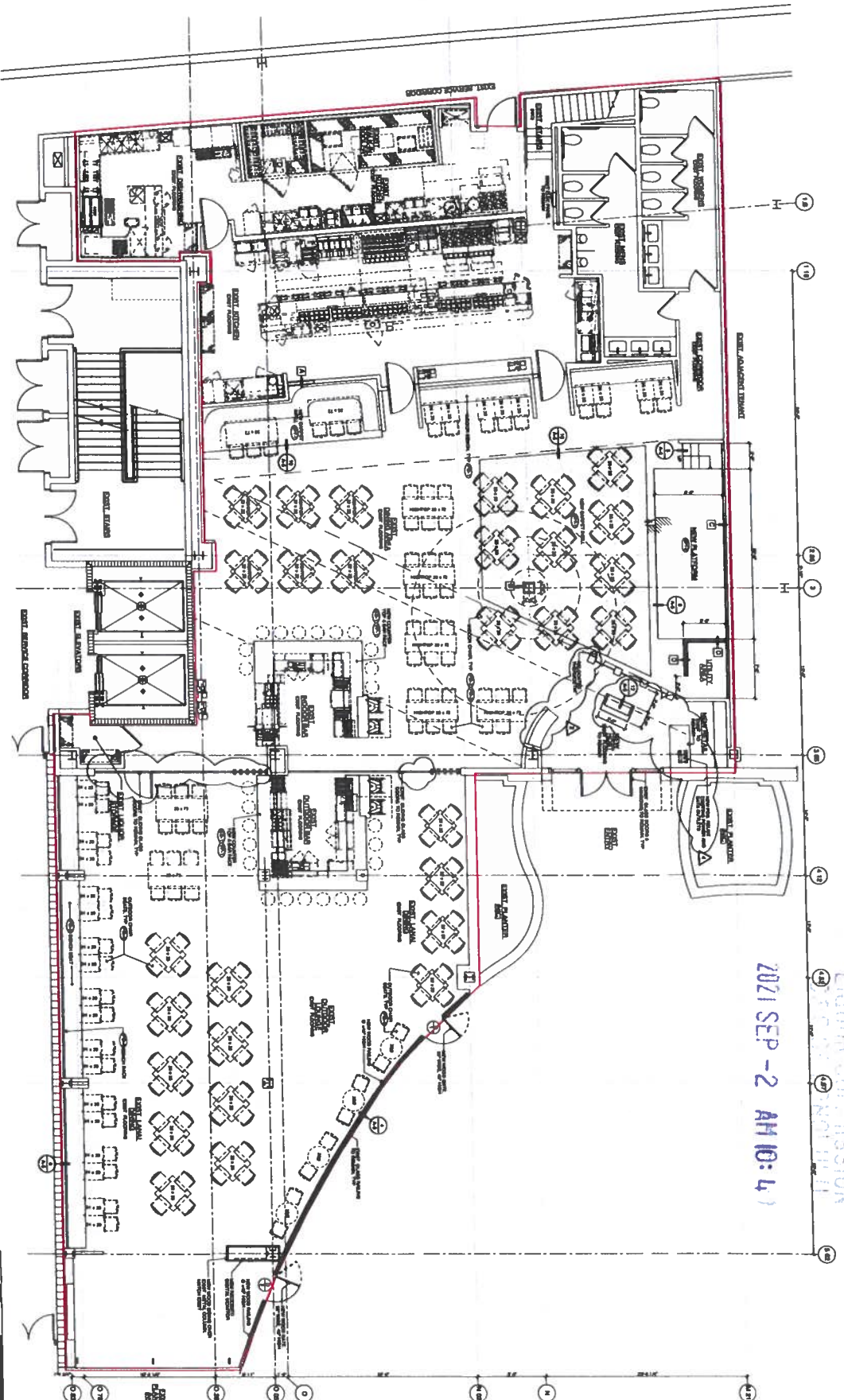
DATE: April 24, 1964

0000 PM AM
SHEET TITLE

SHEET NUMBER

A-1

SHEET OF



FLOOR PLAN



2010-2011

MAIL LEGEND

- ☐ SERIAL WITH PARTITION TO REMAIN
☐ NEW PARTITION 3.0" DEPTH, STILES
☐ NEW PARTITION 3.0" DEPTH, STILES
☐ IF WITH GYD, NO OVER DOOR
☐ NEW PARTITION 3.0" DEPTH, STILES
☐ IF WITH GYD, NO OVER DOOR
☐ NEW 4.0" OVER DOOR, 3.0" DEPTH,
☐ STILES IF NO GYD, NO OVER DOOR
☐ NEW 4.0" OVER DOOR, 3.0" DEPTH,
☐ STILES IF WITH GYD, NO OVER DOOR
☐ NEW 4.0" OVER DOOR, 3.0" DEPTH,
☐ STILES WITH WOOD CAP
- ☐ **A** SEE DETAIL, 7.0x3
☐ **B** SEE DETAIL, 3.0x3
☐ **C** SEE DETAIL, 3.0x3
☐ **D** SEE DETAIL, 7.0x3

NOTES:

- [illegible]

EXHIBIT B2

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2021 JUN 29 P 3:33



MIBB #2 LLC

91-5431 Kapolei Parkway, 1001, Kapolei, HI 96707

June 29, 2021

Executive Summary

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 JUN 29 P 3:33

The Company

MIBB # 2 LLC or Moani Waikiki is our second location. Our mission at Moani Island Bistro & Bar and Moani Waikiki is to be a welcoming space where every customer feels like they've been personally invited into our home. Our commitment as a business is to provide an incredible environment with awesome food while maintaining a seamless quality of service. Our positive spirit is the driving force.

Our first family owned and operation restaurant Moani Island Bistro & Bar located in Kapolei, and it's success presented this opportunity for growth. We honor our legacy through this business by bringing people together to experience our heart-filled cooking and island music. We infuse all we do with genuine aloha so our employees feel valued and our customers leave feeling like family.

The Ownership

The company will be structured as a partnership.

The Management

Moani Waikiki has Owner influence, but the daily operations will be by General Manager Ikaika Sczymanski and Executive Chef David Pascua.

The Goals and Objectives

Growing to have a special place in Waikiki, we believe our sales will be between 5-7M. Our customer base is our Local Community but being in the heart of Waikiki will add traveling customers. In the next 12 months we will aim to be debt free from opening. In the next 5 years, we hope to sustain net profits close to 20%.

The Product

We are a family owned and operated restaurant, with daily Live Local Music and Ono Food. View our website of our first location for visuals. www.themoanihawaii.com.

The Target Market

Our target market are local families and anyone wanting to experience that family feeling, where they belong.

Pricing Strategy

We aim to keep our prices where you get the most value but can afford to come and join us weekly.

The Competitors

We understand several local entities will also be filling the 3rd floor space at the International Marketplace but our belief is that we are greater together.

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C&C OF HONOLULU

Business Plan - MIBB #2 LLC

2021 JUN 29 PM 3:33

The Company

Business Sector

The owners would like to start a business in the food and accommodation services sector.

Company History

MIBB # 2 LLC or Moani Waikiki is our second location. Our mission at Moani Island Bistro & Bar is to be a welcoming space where every customer feels like they've been personally invited into our home.

Our commitment as a business is to provide an incredible environment with awesome food while maintaining a seamless quality of service. Our positive spirit is the driving force. The essence of who we are as a family connects us.

Our first family owned and operation restaurant Moani Island Bistro & Bar located in Kapolei, and it's success presented this opportunity for growth.

We honor our legacy through this business by bringing people together to experience our heart-filled cooking and island music. We infuse all we do with genuine aloha so our employees feel valued and our customers leave feeling like family.

Company Goals and Objectives

Growing to have a special place in Waikiki, we believe our sales will be between 5-7M. Our customer base is our Local Community but being in the heart of Waikiki will add traveling customers. In the next 12 months we will aim to be debt free from opening. In the next 5 years, we hope to sustain net profits close to 20%.

Company Ownership Structure

The company will be structured as a partnership.

Ownership Background

Keolanui LLC (partner):

Family entity, includes the men and leaders of our Ohana. They are driven, hard working talented musician's and vocal artists, humbled students of wise partnerships, and grateful for the opportunity to succeed in what we love and do. Shares belong to Arnold Keolanui, Micah Keolanui, Caleb Keolanui, Noah Keolanui, Seth Keolanui and Arnold Jacob (AJ) Keolanui.

Terrence Lee (partner):

Terrence is an accomplished attorney in our state with a passion for restaurants and business development. The list is long to share his accolade's, but he has generously shared his wisdom and experience to influence the Keolanui family as the next generation of Restaurateurs.

2021 JUN 29 P 3: 33

Rainer Kumbroch (partner):

Rainer Kumbroch spent 37 years in the Hospitality industry with a focus on multi-unit operations, concept growth, and administration. Responsibilities included site selection, lease negotiations, procurement and all related aspects of Restaurant operations in the capacity of President for a nationally recognized restaurant brand with sales exceeding 35 million annually. Rainer brings a wealth of knowledge and experience.

Company Management Structure

Moani Waikiki has Owner influence, but the daily operations will be by General Manager Ikaika Sczymanski and Executive Chef David Pascua.

Organizational Timeline

We entered into our lease for our second location, leveraging our local customer base to infuse and liven up the International Marketplace. With their provision in Tenant Improvement we planned for an aggressive 30-40 day schedule for construction to open the 3rd week of July and capture summer clientele. We acquired a seasoned GM and Exec Chef on June 19th, and currently hiring for all positions.

Company Assets

Furniture and Fixture assets at this time.

The Product

The Product

We are a family owned and operated restaurant, with daily Live Local Music and Ono Food. View our website of our first location for visuals. www.themoanihawaii.com.

Product Patents

Moani Island Bistro & Bar

Moani Waikiki

Proudly Local.

Marketing Plan

The Target Market

Our target market are local families and anyone wanted to experience that family feeling.

Location Analysis

International marketplace is in the heart of Waikiki and with ample parking.

Established Customers

Platinum Membership.

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LIQUOR COMMISSION
C&C OF HONOLULU

2021 JUN 29 P 3:34

Pricing

We aim to keep our prices where you get the most value but can come and join us weekly.

Advertising

Moani Waikiki will advertise as our first location by social media but will be looking for media partnerships and services.

Competitor Analysis

The Competitors

We understand several local entities will also be filling the 3rd floor space at the International Marketplace but our belief is that we are greater together.

Operations

Staffing

We will operate with a General Manager, two Restaurant managers, Executive Chef and two Souse Chefs. We aim to have a mixture of 60-70 full time and part time employees.

MIBB #2 LLC**Projected Income Statement (6 months)**

For the year ending the 31st day of December: (USD (US Dollars))

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LIQUOR COMMISSION
C & C OF HONOLULU
2021 JUN 29 P 3:34

2021

Revenues:

Gross Sales:	3,000,000
Cost of Goods Sold:	700,000
Gross Profit:	2,300,000

Expenses:

Sales and Marketing:	24,000
Research and Development:	6,000
Insurance:	20,000
Legal and Professional Services:	30,000
Bookkeeping:	50,000
Rent:	300,000
Utilities:	100,000
Repairs and Maintenance:	26,000
General Office:	24,000
Entertainment:	50,000
Licenses:	12,000
Salaries and Benefits:	1,000,000
Bank Fees:	24,000
Interest:	12,000
Miscellaneous Expenses:	24,000
Total Expenses:	1,702,000
NET INCOME (Before Tax):	<u>\$598,000</u>

NOISE IMPACT EVALUATION

PREMISES: MIBB #2 LLC dba MOANI WAIKIKI LIC. NO. T00284

ADDRESS: 2330 KALAKAUA AVE., #312, HONOLULU, HI. 96815

DATE: 09/10/2021

W/IN 500 FT.

W/IN 100 FT.

TOTAL NO. OF OWNERS/LESSEES OF RECORD _____

TOTAL NO. OF CONDOMINIUMS _____

TOTAL NO. OF COOPERATIVE APT. OWNERS _____

ZONING DESCRIPTION COMMERCIAL-Resort Mixed
(Residential, Commercial, etc.)

STRUCTURAL DESCRIPTION OF LICENSED PREMISES:

WALLS: HOL. TILE X MASONRY X WOOD X GLASS X

GYPSUM _____ OTHER _____

APPROXIMATE PERCENTAGE OF WINDOW SPACE 25%

DOUBLE DOORS (inner & outer): YES X NO _____

UNENCLOSED SECTION(S) OF PREMISES (lanai, courtyard, etc.):
COVERED & OPEN LANAI

AIR-CONDITIONED: YES X NO _____

POTENTIAL OF PREMISES TO ADEQUATELY CONTAIN NOISE:

POOR _____ FAIR X GOOD _____

REMARKS: REFER TO REPORT FOR DETAILS


TAMAPUA Homer
INVESTIGATOR III

{NOTE: EVALUATION IS NOT BASED ON TECHNICAL QUALIFICATIONS OF THE INVESTIGATOR, AND NO CLAIM TO THE CONTRARY IS MADE OR IMPLIED.}

HISTORY OF VIOLATIONS

Violation Date: 09/10/2004 to: 09/10/2021

LICENSE: E1517

DA KITCHEN AT THE CROWN
1837 KAPIOLANI BLVD

<u>NOTICE TYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
IOLATION	23909	04/26/2014	3-83-62(a)	2014-0134	FINED	04/17/2015	500.00 *
OMPLAINT AND	12941	01/31/2014	281-101.5(b)				*
OMPLAINT AND	12942	01/31/2014	281-78(b)(1)(A)				*
IOLATION	23857	01/31/2014	281-78(b)(1)(A)	2014-0065	FINED	11/21/2014	1,000.00 *
IOLATION	23858	01/31/2014	3-82-38.20(a)	2014-0065	FINED	11/21/2014	720.00 *
IOLATION	23579	08/25/2013	3-82-38.25(c)	2013-0308	DISMISSED		*
IOLATION	01293	08/01/2013	3-81-17.54(c)	2013-0153	REPRIMANDED		*
IOLATION	23350	08/01/2013	281-41(i)	2013-0323	FINED	11/28/2015	300.00 *

Records printed: 8

EXHIBIT E

Printed: 09/10/2021

7:16AM

* - Denotes fine paid

CA: mm.nn - Denotes amount of fine collected by collection agency

HISTORY OF VIOLATIONS

Violation Date: 09/10/2003 to: 09/10/2021

LICENSE: R0679

ROY S RESTAURANT
6600 KALANIANA'OLE HWY

<u>NOTICE</u> <u>NUMBER</u>	<u>VIOLATION</u> <u>DATE</u>	<u>SECTION/RULE</u>	<u>CASE</u> <u>NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
01554	08/01/2015	3-81-17.54(c)	2015-0129	FINED	12/26/2015	100.00 *

VIOLATION

Records printed: 1

Printed: 09/10/2021

7:01AM

* - Denotes fine paid

C.A. mm.mm - Denotes amount of fine collected by collection agency

EXHIBIT E

HISTORY OF VIOLATIONS

Violation Date: 09/10/2003 to: 09/10/2021

LICENSE: R0702

ROY S KO OLINA
92-1220 ALIINU DR

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
DISCREPANCY	01956	06/30/2018	3-81-17.57	2019-9988	AUDIT	04/27/2019	281.58 *
TOLATION	26296	06/30/2018	3-81-17.56	2019-0152	FINED	09/18/2019	500.00 *
TOLATION	25645	05/01/2017	3-82-41.2(b)	2018-0044			
TOLATION	01555	08/01/2015	3-81-17.54(c)	2015-0130	FINED	12/26/2015	100.00 *
OMPLAINT AND TOLATION	11947	07/14/2007	281-78(b)(1)(A)				
	19044	07/14/2007	281-78(b)(1)(A)	2007-0201	FINED	02/09/2008	1,000.00 *

Records printed: 6

EXHIBIT E

Printed: 09/10/2021

7:02AM

* - Denotes fine paid

CA: mn,mn - Denotes amount of fine collected by collection agency

Page: 1

HISTORY OF VIOLATIONS

Violation Date: 09/10/2003 to: 09/10/2021

LICENSE: R0817

ROY S WAIKIKI
226 LEWERS ST, SPACE W-103

<u>OTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
ARNING	25090	03/01/2018	3-82-44.1(a)				*
IOLATTON	25139	05/01/2017	3-82-41.2(b)	2018-0060			*
IOLATTON	01556	08/01/2015	3-81-17.54(c)	2015-0131	FINED	12/26/2015	100.00
ARNING	23315	03/23/2013	281-78(b)(1)(A)				*
OMPLAINT AND IOLATTON	12721	12/18/2010	281-78(b)(1)(A)				*
IOLATTON	21817	12/18/2010	281-78(b)(1)(A)	2011-0001	FINED	04/08/2011	750.00
ARNING	27091	09/21/2006	281-53				*

Records printed: 7

EXHIBIT E

Printed: 09/10/2021

7:03AM

* - Denotes fine paid

CA: n.n.n - Denotes amount of fine collected by collection agency

HISTORY OF VIOLATIONS

Violation Date: 09/10/2003 to: 09/10/2021

LICENSE: R1173 BEACH HOUSE BY ROY YAMAGUCHI
57-091 KAMEHAMEHA HWY

<u>VIOLATION</u>	<u>NOTICE</u> <u>NUMBER</u>	<u>VIOLATION</u> <u>DATE</u>	<u>SECTION/RULE</u>	<u>CASE</u> <u>NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
VIOLATION	25781	12/04/2017	3-82-41.2(b)	2018-0039			

Records printed: 1

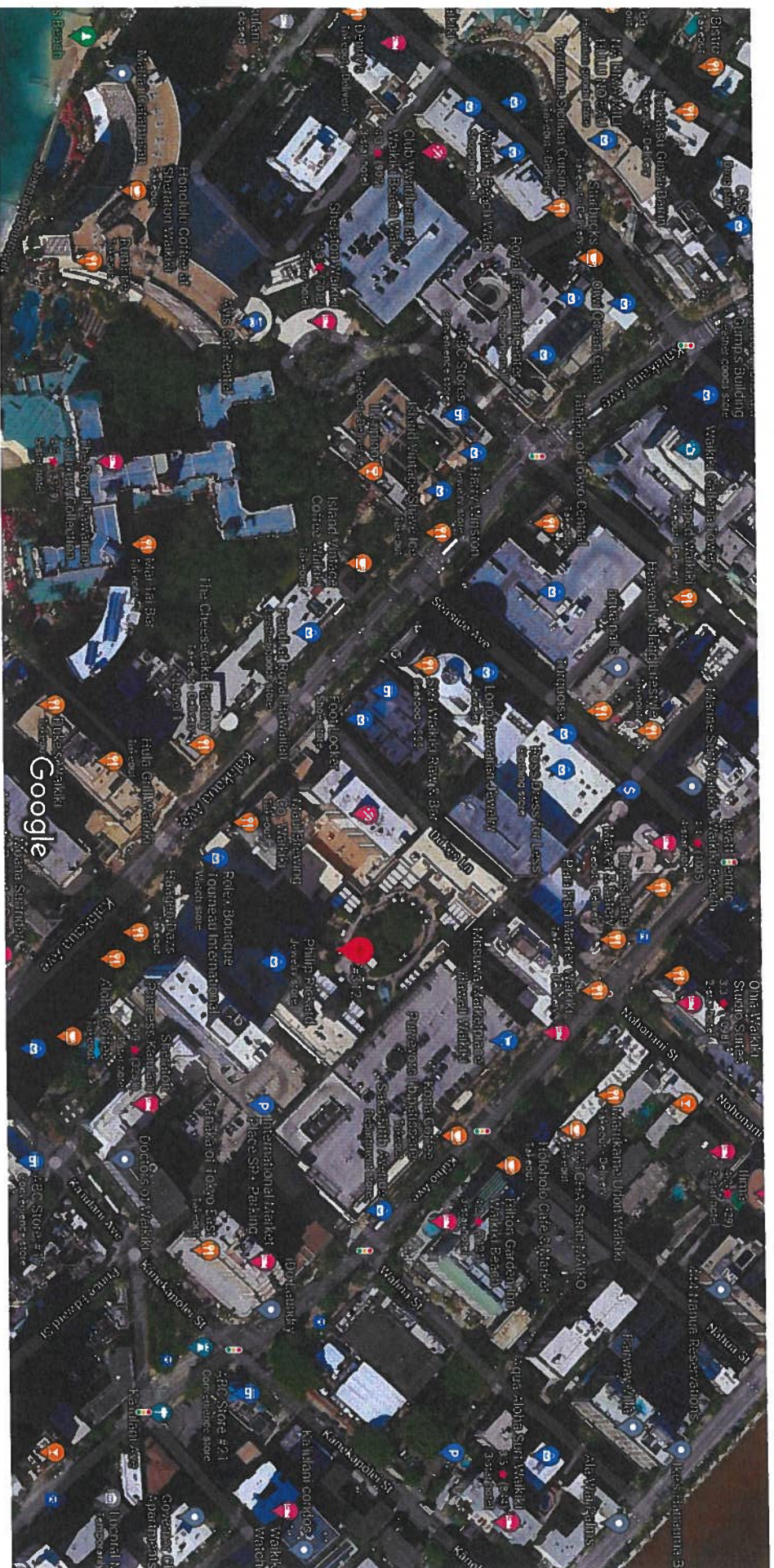
EXHIBIT E

Printed: 09/10/2021 7:03AM

* - Denotes fine paid

CA: m.n.n - Denotes amount of fine collected by collection agency

Google Maps 2330 Kalakaua Ave #312



Imagery ©2021 CyberCity 3D, Inc. / 3D Travel Inc., Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021 Google 200 ft

LICENSING INVESTIGATIVE REPORT

DATE: September 8, 2021

SUBJECT: New Liquor License Application No. 22-23759 from Medical Information Hawaii Co., Ltd. dba Café Grace, for a Restaurant General (Category 1: Standard) license located at 725 Kapiolani Blvd., #C-125, Honolulu HI 96813

NOTIFICATION OF AUTHORIZED AGENT:

In form LIQ-LIC-106, Notification of Authorized Agent, dated May 3, 2021 and received by the commission on August 23, 2021, Medical Information Hawaii Co., Ltd., authorizes Naomi Cole to represent them in all liquor related matters.

CORPORATION STRUCTURE:

Medical Information Hawaii Co., Ltd.: was incorporated under the laws of the State of Hawaii on November 8, 2019, and is authorized to issue 1,000,000 shares, of 1,000 are issued.

The Officers, Directors, and Stockholders are:

		<u>Shares</u>	<u>Percent</u>
Matsushita, Mika	VP	0	0%
Morita, Toshihiro	P/S/T/D	0	0%
Medical Information Japan Co., Ltd.	SH	1,000	100%
Total		1,000	100%

Medical Information Japan Co., Ltd. was incorporated under the laws of the city of Tokyo on October 16, 2013, and is authorized to issue 200 shares, of 60 are issued.

The Sole Officer, Director, and Stockholder is:

		<u>Shares</u>	<u>Percent</u>
Morita, Toshihiro	P/S/T/D/SH	60	100%
Total		60	100%

COMPANY STRUCTURE-CONTINUED:

See **Exhibits A** for biographical information for the principals. HCJDC Criminal checks are negative for felony convictions. CJIS Computer System checks are negative for felony convictions.

FINGERPRINTS:

Mika Matsushita was fingerprinted by "Fieldprint Services" on July 12, 2021. Results were negative for felony convictions.

Toshihiro Morita submitted a fingerprint card to be forwarded to the Hawaii Criminal Justice Data Center upon receipt of payment. Results are pending.

FINANCIAL STATEMENT OF MEDICAL INFORMATION HAWAII CO., LTD AS OF APRIL 30, 2021:

Applicant submitted a Financial Statement dated and received by the Commission July 20, 2021 and certified by the applicant to be substantially correct.

COST AND FINANCING:

The applicant currently operates the Café as a Restaurant and Coffee shop. The addition of alcoholic beverages will be minimal.

TRADE NAME:

The applicant has filed a State of Hawaii Department of Commerce and Consumer Affairs Assignment of Trade Name. The name "Café Grace" is assigned to the applicant on December 29, 2019.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed premises is located 725 Kapiolani Blvd., #C-125, Honolulu.

- Approximately 1,000 total square footage (40 sq ft x 25 sq ft)
- Designated Kitchen – Approximately 225 feet (15 sq ft x 15 sq ft)
- Dining Room – Approximately 500 feet (25 sq ft x 20 sq ft)
- Office – Approximately 35 feet (5 sq ft x 7 sq ft)
- Restrooms located outside the premises

See **Exhibit B** for floor plan.

Parking: Parking stalls available in the parking structure and street parking.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

None

SAME CLASS OF LICENSE WITHIN 500 FEET:

Kuo & Sun, LLC
dba The Madarin Restaurant (R0888)
725 Kapiolani Blvd., #C-123, Honolulu
Approximately 15 ft from the proposed premises

Charles Nguyen
dba Pho Nam Vietnamese Restaurant (R0673)
725 Kapiolani Blvd., #C-126, Honolulu
Approximately 5 ft from the proposed premises

IQ Factory LLC
dba La Cucina (R0354)
725 Kapiolani Blvd., #C112, Honolulu
Approximately 75 ft from the proposed premises

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of September 8, 2021, there is 530 Restaurant licenses issued within the City and County of Honolulu, of which 490 are of the General Kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT ISSUANCE OF THE LICENSE:

Kind of business:

- Restaurant – Breakfast and Brunch Café and Restaurant
- Estimated 4 employees / 3 registered Manager
- Hours of Operation: 7:00am to 8:00pm – Closed Sunday

Lease: According to the Lease effective on December 30, 2019, by and between Wanny Kit-Wan Cheng, as Trustee of Wanny Kit-Wan Ceung Revocable Living Trust and Ying-Ming Cheng, as Trustee of the Ying-Ming Chen Revocable Living Trust (Lessor) and Medical Information Hawaii, Co., Ltd., (Lessee) term of the lease will be until January 1, 2020 to December 31, 2024 with the option to renew for a 5 year term.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT ISSUANCE OF THE LICENSE-CONTINUED:

Landlord Consent: According to the LIQ-LIC “Landlord Authorization For Sale and Service of Liquor” form dated June 9, 2021 and received by the Commission on September 2, 2021, Wanny Kit-Wan Cheng, as Trustee of Wanny Kit-Wan Ceung Revocable Living Trust and Ying-Ming Cheng, as Trustee of the Ying-Ming Chen Revocable Living Trust (Landlord) allows the sale and service of liquor on the licensed premises.

Business Plan: The applicant has submitted a business plan in connection to this application.

See **Exhibit C** for business plan.

OTHER LIQUOR LICENSED INTERESTS:

None

HISTORY OF VIOLATION FOR OTHER LIQUOR LICENSED INTEREST DURING THE PERIOD OWNER OR OPERATED BY THE PRINCIPALS:

None

ZONING CLEARANCE:

An approved Kakaako Community Development request for zoning clearance dated May 13, 2021 has been received.

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

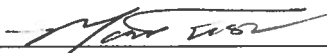
As of September 8, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:


The applicant shall directly notify the chair of the neighborhood board in which the applicant’s place of business is located, in writing and delivered by certified mail, return receipt requested. The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

OPINION:

In my opinion, the applicant has complied with the minimum requirements of filing this application.


Matthew Foster
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Investigator *ah*

Reserved for Office Use (Date/Title Stamp)

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 788-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/lq

LIQUOR COMMISSION
C&C OF HONOLULU

2021 AUG 23 P 1:36

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Morita Toshihiro n/a n/a SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY 7 _____ STATE _____ ZIP CODE _____

BUS. PH (808) 492-1470 MOBILE PH _____ EMAIL 1 _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1983

NAME OF HIGH SCHOOL Sundai Kofu High School
(Include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 6 YEAR COMPLETED 1991

NAME OF COLLEGE University of Tokyo, Tokyo, Japan
(Include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED None

CITIZENSHIP Japanese DATE ARRIVED IN HAWAII (if applicable) n/a
**If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.*

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
4/1991- 9/2019		Physician	University of Tokyo Hospital	Tokyo Japan
4/2015 - Present		President	Medical Information Japan Co. Ltd.	Tokyo, Japan
11/ 2019 - Present		President	Medical Information Hawaii Co. Ltd.	Honolulu, Hawaii

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: PS

List your experience in the liquor industry: None

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C&C OF HONOLULU

2021 AUG 23 P 1:36

Will you devote time to manage the subject business? ☐ YES ☒ NO

If answer is "YES", will it be ☐ FULL TIME, or ☐ PART-TIME?

I, Toshihiro Morita, of _____
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Toshihiro Morita
Signature



FOR NOTARY USE ONLY

~~STATE OF HAWAII~~
City and County of Honolulu

} SS.

JAPAN
CITY OF TOKYO
EMBASSY OF THE UNITED STATES OF AMERICA) SS:

On this _____ day of JUL - 8 2021, personally appeared

TOSHIHIRO MORITA

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Toshihiro Morita
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

day of JUL - 8 2021, 20

Lee D. Groeneveld
Signature of Notary

Print Name:
Notary Public, State of Hawaii

Lee D. Groeneveld
Vice Consul
INDEFINITE

My commission expires _____

(Place Notary Stamp or Seal here)

NOTARY CERTIFICATION

Date of Doc: JUL - 8 2021 # of Pages: 2

Notary Name: U.S. Embassy, Tokyo, Japan Circuit

Doc. Description: AFFIDAVIT

Lee D. Groeneveld
Notary Signature

JUL - 8 2021
Date

(Place Notary Stamp or Seal here)

**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/liq

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C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2021 AUG 23 P 1:36

NAME MATSUSHITA MIKA NONE SOCIAL SECURITY NO. 1-1-1
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 492-1470 MOBILE PH _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM/DD/YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 1994 YEAR COMPLETED 1998

NAME OF HIGH SCHOOL YAMADA HIGH SCHOOL NAGOYA, AICHI
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 1998 YEAR COMPLETED 2000

NAME OF COLLEGE AICHI GAKUSEN JUNIOR COLLEGE OKAZAKI, AICHI
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED NONE

CITIZENSHIP* Japanese DATE ARRIVED IN HAWAII (if applicable) 11/2008
*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
04/2000	03/2004	COUNTER SERVICE	AKEMO CO.	NAGOYA/JAPAN
04/2004	12/2007	CUSTOMER SERVICE MANAGER	SAKUMA SHOJICO	NAGOYA/AICHI
01/2008	06/2019	HOUSE WIFE		JAPAN/HAWAII USA
07/2019	12/2019	DRIVER	UBER	HAWAII USA
1/2020	present	KITCHEN/ACCOUNTING VICE President	Medical Information Hawaii Co Ltd	HAWAII US

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: HK

List your experience in the liquor industry: 1.5 years

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C&C OF HONOLULU
2021 AUG 23 P 4:30

Will you devote time to manage the subject business? ☒ YES ☐ NO

If answer is "YES", will it be ☒ FULL TIME, or ☐ PART-TIME?

I, MIKA MATSUSHITA, of _____,
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

[Signature]
Signature



FOR NOTARY USE ONLY

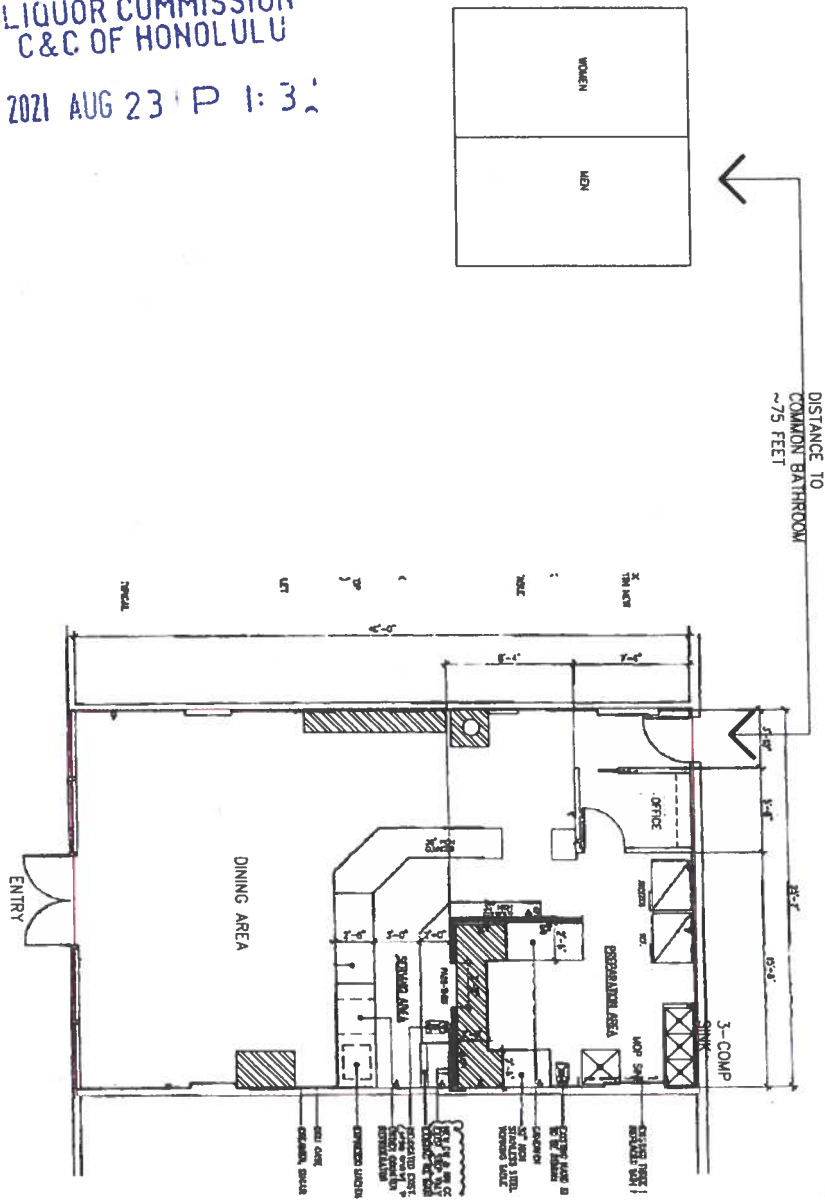
STATE OF HAWAII }
City and County of Honolulu } SS.
On this 9 day of July, in the year of 2021, personally appeared
MIKA MATSUSHITA

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

[Signature]
Signature of applicant(s) before Notary
Subscribed and sworn to before me this:
9 day of July, 2021
[Signature]
Signature of Notary
Print Name: JOEL K. RAMAKA
Notary Public, State of Hawaii
My commission expires JUN 08 2022
(Place Notary Stamp or Seal here)
JOEL K. RAMAKA
NOTARY PUBLIC
No. 14-190
STATE OF HAWAII

NOTARY CERTIFICATION
Date of Doc: UNDATED # of Pages: 2
Notary Name: JOEL K. RAMAKA 1ST Circuit
Doc. Description: PERSONAL HISTORY AND
AFFIDAVIT
[Signature] 7/9/21
Notary Signature Date
(Place Notary Stamp or Seal here)
JOEL K. RAMAKA
NOTARY PUBLIC
No. 14-190
STATE OF HAWAII

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU
2021 AUG 23 P 1:31



8' 4' 0' 8'
SCALE: 1/8"=1'-0"

A FLOOR PLAN
SK-1 SCALE: 1/8"=1'-0"

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 AUG 23 P 1:37

Business Plan to be at least 30% Food

The restaurant will operate as a breakfast and brunch café and restaurant. The primary target customer will be the local market. This location also formerly operated a café and coffee shop. Much of the operation is expected to be of continued similar use and also the same percentage of gross sales to be almost primarily from food.

The restaurant's primary source of revenue will be from food sales and shall be more than 30% of total revenue. You will find attached the proposed draft menu currently being considered which is subject to change. The menu consists of mostly food items.

Drinks and alcoholic beverages menu has not been made but are only secondary items on the menu. There will be very limited selection of alcoholic beverages. It is expected that food sales will be approximately 95% while alcoholic beverages to be approximately 5%.

Once the final menu is decided upon, the final menu will be submitted to the Liquor Commission.

CAFE GRACE

725 Kapiolani Blvd Honolulu
HI 96813
(808)492-1470

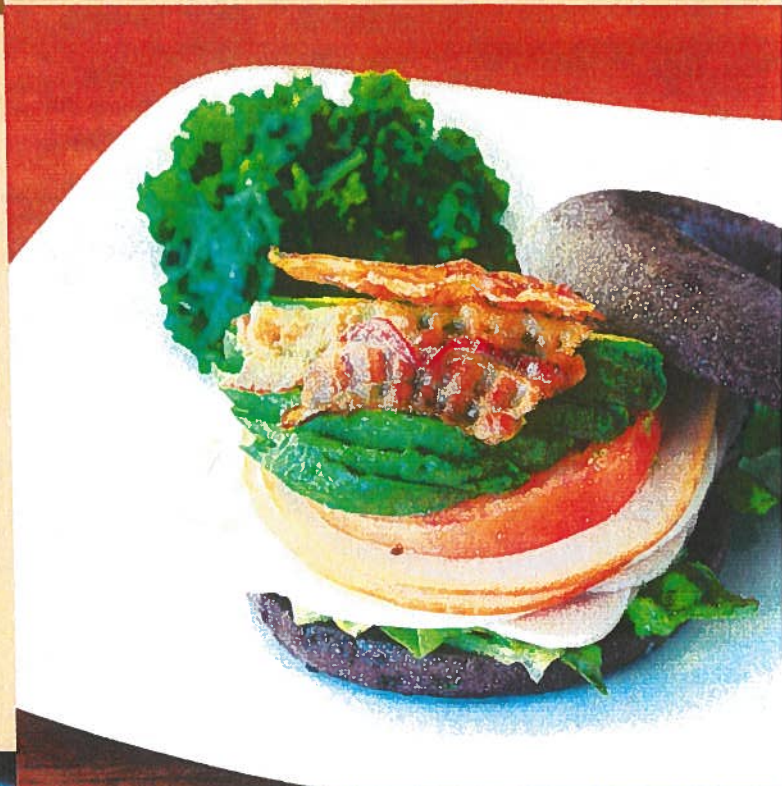
SANDWICHES

Egg White Pesto	\$8.95
Hot Pastrami	\$10.95
Classic Salmon	\$10.95
Roast Beef	\$11.95
Chicken Salad	\$9.95
Tuna Melt	\$11.95
Wagyu Burger	\$11.95



DRINKS

House	RECEIVED LIQUOR COMMISSION 2021 AUG 23 1:37 P \$2.25~
American	\$2.75~
Cafe Latte	\$3.75~
Cafe Mocha	\$4.00~
Thai Coffee	\$4.00~
Chai Latte	\$4.50~
Mocha Thai	\$4.50~
Plantation Iced Tea	\$3.75



OTHERS

Acai Bowl	\$9.95
Bagel with Fruits	\$6.95
Homemade Soup	\$4.75~
Scones	\$3.25

EXHIBIT C

Map data ©2021 Google 100 ft

LICENSING INVESTIGATIVE REPORT

DATE: September 8, 2021

SUBJECT: Stand-Alone Temporary License Application No. 22-23477 from TBB Holdings, Inc. dba TEX808, Restaurant, General, Category 2 (Music / Dancing), at the former site of Cardenas Familia Corporation dba Mexico Fiesta, 377 Keahole St., Bldg. C-1A, Honolulu

CORPORATE STRUCTURE:

TBB HOLDINGS, INC.: was incorporated under the laws of State of Hawaii on June 18, 2018, the corporation is authorized to issue 100,000,000 shares of common stock of which 20,000,000 shares have been issued. Its officers, directors and shareholders are:

<u>NAME</u>	<u>TITLE</u>	<u>SHARES</u>	<u>%</u>
RICHARD STULA	P	10,000,000	50%
THEODORE TSAKIRIS	VP	10,000,000	50%
MATTHEW STULA	D	0	0%
	TOTAL	20,000,000	100%

See **Exhibit A1 through A3** for biographical background information of principals.

Through a notification letter to the Commission, dated June 14, 2021, and received on July 2, 2021, the applicant authorized agent is Emmanuel Zabakalam to sign all necessary documents regarding the liquor license application.

FINGERPRINTS:

FBI clearance for Richard Stula and Matthew Stula are on file with negative results for any felony convictions. Clearance date was February 20, 2020.

Theodore Tsakiris will need to be fingerprinted.

FINANCIAL STATEMENT (Balance Sheet) OF TBB HOLDINGS, INC, AS OF JUNE 1, 2021:

Balance sheet of the applicant dated June 14, 2021, was submitted to the Commission on July 2, 2021, and certified by the applicant to be substantially correct.

FORMER LIQUOR LICENSE AT PREMISES:

Cardenas Familia Corporation dba Mexico Fiesta, held a Restaurant General Category 2 (Music / Dancing) at the premises from July 1, 2004, to June 30, 2021 (R0700; not renewed).

NEW APPLICATION FILED:

The applicant filed a new Application 22-23478 on July 2, 2021.

LANDLORD CONSENT:

According the executed lease between the applicant and Landlord, Linda S. Laso, As Receiver For Hawaii Kai Dunhill IDG Limited Partnership, alcohol service is permitted on the premises.

LIQUOR PURCHASE:

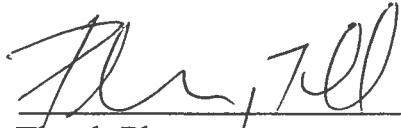
The applicant is aware of Sec. 281-32, HRS, which requires that all liquor purchases made under a temporary license must be paid for in cash, check, or certified check at the time of delivery of liquor and that all liquor must be purchased from a licensed wholesaler.

EFFECTIVE DATE OF TEMPORARY LICENSE:

Unless otherwise approved by the Commission the temporary license will be effective no later than 7 days after its approval by the liquor Commission.


OPINION:

Statutory requirements have been met.



Thanh Phung,
Licensing Investigator

Reviewed by:



Daniel Sato, *ds*
Supervising Investigator

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

700 001 19 12 2 01

NAME Stula Richard Edmund SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 12 YEAR COMPLETED 1986 NAME OF SCHOOL Stanton College Preparatory, Jacksonville, FL
(Include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1994 NAME OF COLLEGE Denver Business College
(Include City and State)
OTHER EDUCATION N/A

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) Aug 1990
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
July 1986-Aug 1990		Co-Owner	Game Day Distributors	Jacksonville, FL
Aug 1990-Dec 1990		Waiter	US Hawaii Cruises	Honolulu, HI
Jan 1991-June 1991		Waiter	TGI Fridays	Honolulu, HI
June 1991-Sept 1992		Waiter	Oceanarium (Pac Beach Hotel)	Waikiki, HI
Sept 1992-Mar 1995		Waiter	Surf Room (Royal Hawaiian Hotel)	Waikiki, HI
April 1995-Aug 2018		Co-Owner	Teddy's Bigger Burgers	Honolulu, HI
Jan 2000-Jan 2001		Co-Owner	Baja Betty's	Honolulu, HI
Sept 2015-Present		Co-Owner	BYO Bowls, LLC/dba TEX808	Honolulu, HI
Aug 2018-Present		President	TBB Holdings, Inc	Honolulu, HI

(If additional space is needed, please use reverse side.)

NOTARY INITIAL:

Any relative in the liquor business? Yes ☒ No
if answer is "YES", complete the following:

Name of Person: _____ Relationship: _____

Name of Business: _____ Address: _____

(Full Street Address, City, State, Zip)

List your experience in liquor business: Owner of BYO Bowls/dba TEX808; President TBB Holdings (Teddy's H)

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be _____ Full time, or ☒ Part-time?

I, Richard Stula, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have/ ☒ have not) been convicted on any felony charge.

[Signature]

Signature

P
R
P
A



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 29 day of July, in the year of 2020, personally appeared Richard Stula
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the aforementioned instrument the person upon behalf of which the person acted, executed the aforementioned instrument in free act and deed.

[Signature]

Signature of Individual before Notary

Subscribed and sworn to before me this:

29 day of July, 2020

[Signature]

Signature of Notary

Print Name: STACIE L. IKEI
Notary Public, State of Hawaii

My commission expires 11/6/22

NOTARY CERTIFICATION

Date of Doc: undated # of Pages: 2

Notary Name: STACIE L. IKEI Circuit 1st

Doc. Description: personal history affidavit

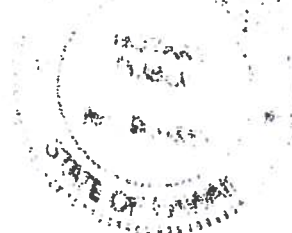
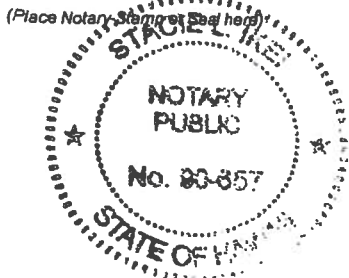
[Signature]

Notary Signature

7-29-2020

Date

(Place Notary Stamp or Seal here)



PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

JUN 01 19 P 2:01

NAME Tsakiris Theodore SOCIAL SECURITY NO. _____
Last First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ HOME _____ BUS. 808, 741-0387
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Separated
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL Two YEAR COMPLETED 12 NAME OF SCHOOL Palm Beach Gardens High School Palm Beach Florida
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE Four YEAR COMPLETED 4 NAME OF COLLEGE University Of Hawaii At Manoa, Honolulu Hawaii
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* United States DATE ARRIVED IN HAWAII (if applicable) August 15, 1987
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
12/87	10/92	Waiter	Shore Bird Beach Broiler	Waikiki (Reef Hotel)
1/93	2/94	Bussboy	Roys Park Bistro	Waikiki (Alana Waikiki)
4/98	Present	Co-CEO	Teddy's Bigger Burgers	All
4/2010	4/2011	Co-CEO	Baja Bettys Bar and Grill	Aloha Tower
6/2016	2/2019	Co-CEO	BYOB Bowls, LLC	Hawaii Kai
6/2020	Present	Co-Ceo	DBA Tex 808	Hawaii Kai

(If additional space is needed, please use reverse side)

NOTARY INITIAL: MK

List your experience in the liquor industry: Operating Teddy's Bigger Burgers Haleiwa Owner of Baja Betty's
Southwestern Bar and Grill Aloha Tower. Co-Ceo of BYOB Bowls restaurant in Hawaii Kai and most recently
DBA of BYOB Bowls, Tex 808 BBQ & Brews

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

NOV OCT 19 PM 2:01

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Theodore Tsakiris, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been
convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 27th day of July, in the year of 2020, personally appeared Theodore Tsakiris
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the
aforementioned instrument in free act and deed.

Signature of Notary

Subscribed and sworn to before me this:

27th day of July, 2020

Print Name: Mitch M. Kaaialii
Notary Public, State of Hawaii

My commission expires 9/15/22

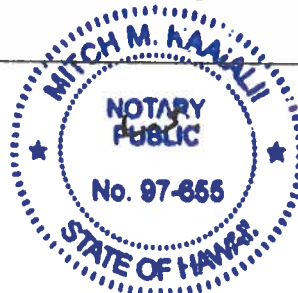
NOTARY CERTIFICATION

Date of Doc: 7/27/20 # of Pages: 2
Notary Name: Mitch M. Kaaialii First Circuit

Doc. Description: Personal History and Affidavit

Notary Signature: [Signature] Date: 7/27/20

(Place Notary Stamp or Seal here)



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LIQUOR COMMISSION
C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

200 OCT 19 P 2:01

NAME Stula Matthew Richard SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
BUS. () _____
CITY _____ STATE _____ ZIP CODE _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM/DD/YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1999 NAME OF SCHOOL East Longmeadow High School, MA
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 2004 NAME OF COLLEGE University of Massachusetts, Amherst, MA
(include City and State)
OTHER EDUCATION _____
CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) 9/11/2007
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
5/99	11/99	Munitions Systems Specialist	US Air Force	Westfield, MA
6/04	11/07	Munitions Systems Specialist	Department of Defense	Westfield, MA
5/08	6/09	Barista	Banyan Breeze Coffee	Honolulu, HI
6/09		Present Chief Marketing Officer	Teddy's Burger Burgers	Honolulu, HI
6/17	4/19	Manager	Byo Bools	Honolulu, HI
6/19		Present Manager	Tex 808	Honolulu, HI

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: Currently on the license for Byo B.O.I.S/TEX 808
liquor license. Hon. Blue card too.

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Matthew R. Stula

of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

[Signature]

Signature

P.
R
P
A



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 29 day of July, in the year of 2020, personally appeared Matthew R Stula
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

[Signature]
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

29 day of July, 2020

[Signature]
Signature of Notary

Print Name: STACIE L. IKEI
Notary Public, State of Hawaii

My commission expires 11/6/22

NOTARY CERTIFICATION

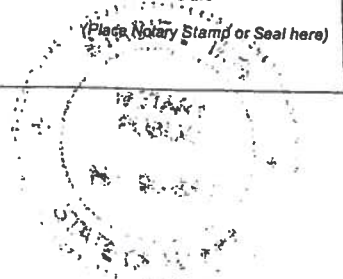
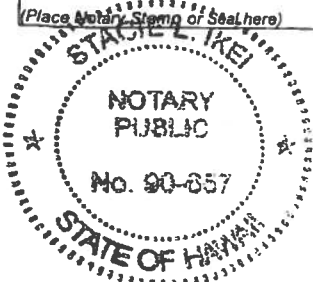
Date of Doc: undated # of Pages: 2
Notary Name: STACIE L. IKEI 1st Circuit
Doc. Description: personal history & affidavit

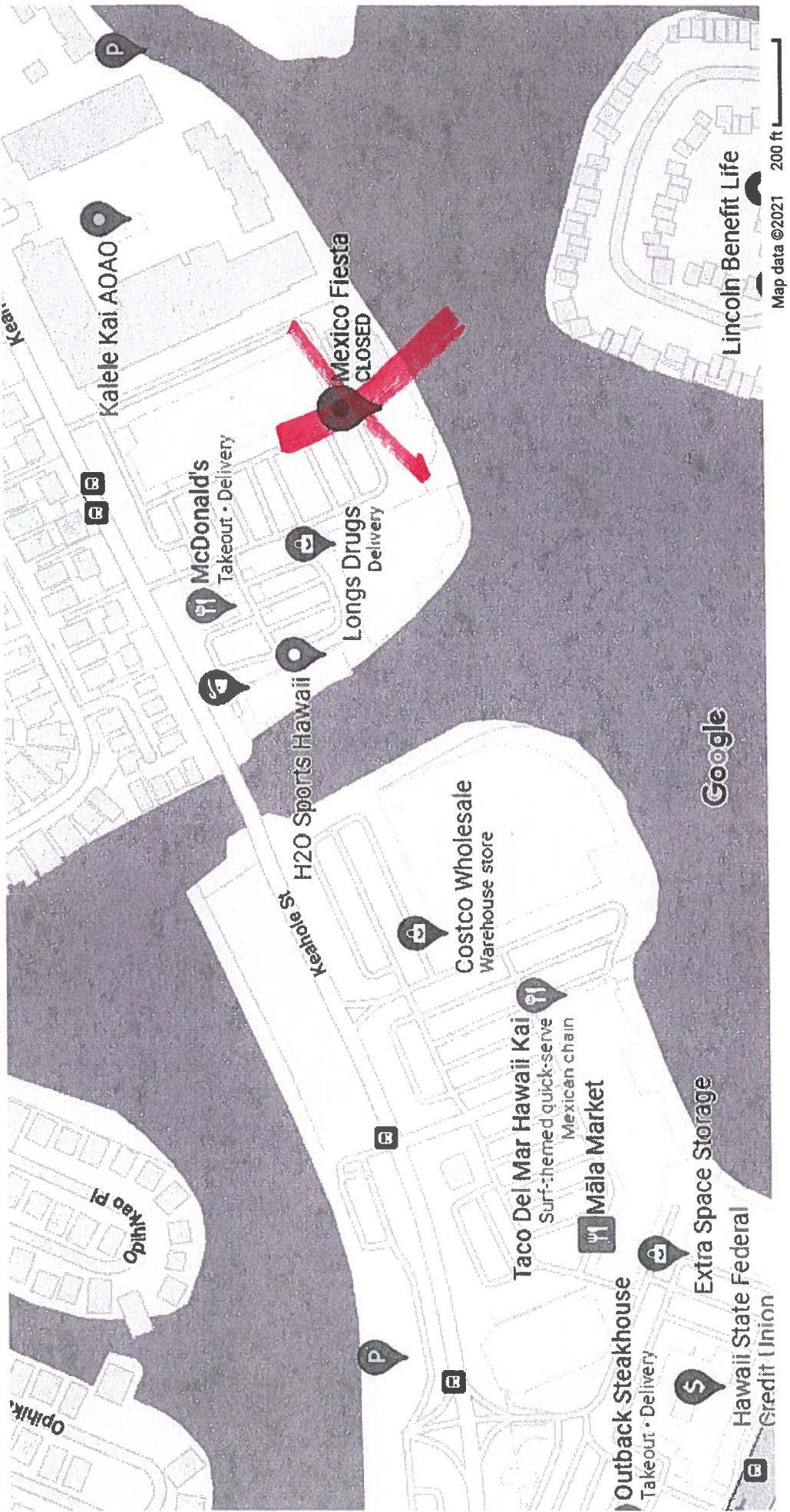
[Signature]
Notary Signature

7/29/2020
Date

(Place Notary Stamp or Seal here)

(Place Notary Stamp or Seal here)





LICENSING INVESTIGATIVE REPORT

DATE: September 8, 2021

SUBJECT: Stand-Alone Temporary License Application No. 22-23672 from TBB Holdings, Inc. dba TEX808, Restaurant, General, Category 1 Standard, at the former site of Uncle's NY Pub & Grill LLC dba Uncle's NY Pub & Grill, 2299 Kuhio Ave., Space A, Honolulu

CORPORATE STRUCTURE:

TBB HOLDINGS, INC.: was incorporated under the laws of State of Hawaii on June 18, 2018, the corporation is authorized to issue 100,000,000 shares of common stock of which 20,000,000 shares have been issued. Its officers, directors and shareholders are:

<u>NAME</u>	<u>TITLE</u>	<u>SHARES</u>	<u>%</u>
RICHARD STULA	P	10,000,000	50%
THEODORE TSAKIRIS	VP	10,000,000	50%
MATTHEW STULA	D	0	0%
TOTAL		20,000,000	100%

See **Exhibit A1 through A3** for biographical background information of principals.

Through a notification letter to the Commission, dated June 14, 2021, and received on August 4, 2021, the applicant authorized agent is Emmanuel Zabakalam to sign all necessary documents regarding the liquor license application.

FINGERPRINTS:

FBI clearance for Richard Stula and Matthew Stula are on file with negative results for any felony convictions. Clearance date was February 20, 2020.

Theodore Tsakiris will need to be fingerprinted.

FINANCIAL STATEMENT (Balance Sheet) OF TBB HOLDINGS, INC, AS OF JUNE 1, 2021:

Balance sheet of the applicant dated June 14, 2021, was submitted to the Commission on August 4, 2021, and certified by the applicant by the applicant to be substantially correct.

FORMER LIQUOR LICENSE AT PREMISES:

Uncle's NY Pub & Grill LLC dba Uncle's NY Pub & Grill, held a Restaurant General Category 1 Standard license at the premises from November 13, 2019 to June 30, 2020 (R1382; not renewed).

NEW APPLICATION FILED:

The applicant filed a new Application 22-23674 on August 4, 2021.

LANDLORD CONSENT:

Landlord authorization for sale and service of liquor or a proposed liquor establishment's lease agreement, must indicate liquor sale/service, must be submitted prior to the issuance of a liquor license.

LIQUOR PURCHASE:

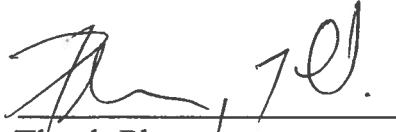
The applicant is aware of Sec. 281-32, HRS, which requires that all liquor purchases made under a temporary license must be paid for in cash, check, or certified check at the time of delivery of liquor and that all liquor must be purchased from a licensed wholesaler.

EFFECTIVE DATE OF TEMPORARY LICENSE:

Unless otherwise approved by the Commission the temporary license will be effective no later than 7 days after its approval by the liquor Commission.

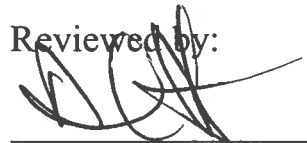
OPINION:

Statutory requirements have been met.



Thanh Phung,
Licensing Investigator

Reviewed by:



Daniel Sato,
Supervising Investigator

9/9/22
ah

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C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

200 OCT 19 PM 2:01

NAME Stula Richard Edmund SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 12 YEAR COMPLETED 1986 NAME OF SCHOOL Stanton College Preparatory, Jacksonville, FL
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1994 NAME OF COLLEGE Denver Business College
(include City and State)
OTHER EDUCATION N/A

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) Aug 1990
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
July 1986-Aug 1990		Co-Owner	Game Day Distributors	Jacksonville, FL
Aug 1990-Dec 1990		Waiter	US Hawaii Cruises	Honolulu, HI
Jan 1991-June 1991		Waiter	TGI Fridays	Honolulu, HI
June 1991-Sept 1992		Waiter	Oceanarium (Pac Beach Hotel)	Waikiki, HI
Sept 1992-Mar 1995		Waiter	Surf Room (Royal Hawaiian Hotel)	Waikiki, HI
April 1995-Aug 2018		Co-Owner	Teddy's Bigger Burgers	Honolulu, HI
Jan 2000-Jan 2001		Co-Owner	Baja Betty's	Honolulu, HI
Sept 2015-Present		Co-Owner	BYO Bowls, LLC/dba TEX808	Honolulu, HI
Aug 2018-Present		President	TBB Holdings, Inc	Honolulu, HI

(If additional space is needed, please use reverse side.)

NOTARY INITIAL: ji

Any relative in the liquor business? Yes ☒ No
If answer is "YES", complete the following:

Name of Person: _____ Relationship: _____

Name of Business: _____ Address: _____

(Full Street Address, City, State, Zip)

List your experience in liquor business: Owner of BYO Bowls/dba TEX808; President TBB Holdings (Teddy's H)

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be _____ Full time, or ☒ Part-time?

I, Richard Stula, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (☐ have/ ☒ have not) been convicted on any felony charge.

Signature

P
R
P
A

FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 29 day of July, in the year of 2020, personally appeared Richard Stula
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the aforementioned instrument the person upon behalf of which the person acted, executed the aforementioned instrument in free act and deed.

Signature of Individual before Notary

Subscribed and sworn to before me this:

29 day of July, 2020

Signature of Notary

Print Name: STACIE L. IKEI
Notary Public, State of Hawaii

My commission expires 11/6/22

NOTARY CERTIFICATION

Date of Doc: undated

of Pages: 2

Notary Name: STACIE L. IKEI

Circuit

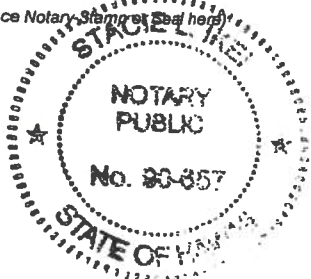
Doc. Description: personal history
affidavit

Notary Signature

Date

(Place Notary Stamp or Seal here)

(Place Notary Stamp or Seal here)



PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

200 OCT 19 P 2:01

NAME Tsakiris Theodore SOCIAL SECURITY NO. _____
Last First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME (_____)
BUS. (808) 741-0387
CITY _____ STATE _____ ZIP CODE _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Separated
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL Two YEAR COMPLETED 12 NAME OF SCHOOL Palm Beach Gardens High School Palm Beach Florida
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE Four YEAR COMPLETED 4 NAME OF COLLEGE University Of Hawaii At Manoa, Honolulu Hawaii
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* United States DATE ARRIVED IN HAWAII (if applicable) August 15, 1987
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
12/87	10/92	Waiter	Shore Bird Beach Broiler	Waikiki (Reef Hotel)
1/93	2/94	Bussboy	Roys Park Bistro	Waikiki (Alana Waikiki)
4/98	Present	Co-CEO	Teddy's Bigger Burgers	All
4/2010	4/2011	Co-CEO	Baja Bettys Bar and Grill	Aloha Tower
6/2016	2/2019	Co-CEO	BYOB Bowls, LLC	Hawaii Kai
6/2020	Present	Co-Ceo	DBA Tex 808	Hawaii Kai

(If additional space is needed, please use reverse side)

NOTARY INITIAL: MF

List your experience in the liquor industry: Operating Teddy's Bigger Burgers Haleiwa Owner of Baja Betty's
Southwestern Bar and Grill Aloha Tower. Co-Ceo of BYOB Bowls restaurant in Hawaii Kai and most recently
DBA of BYOB Bowls, Tex 808 BBQ & Brews

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C&C OF HONOLULU

120 OCT 19 P 2:01

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Theodore Tsakiris, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been
convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 27th day of July, in the year of 2020, personally appeared Theodore Tsakiris
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the
aforementioned instrument in free act and deed.

Subscribed and sworn to before me this:
27th day of July, 2020

Print Name: Mitch M. Kaaialii
Notary Public, State of Hawaii

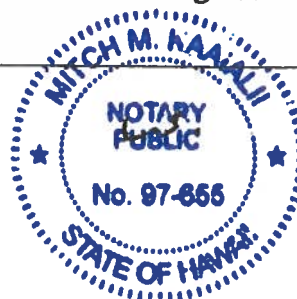
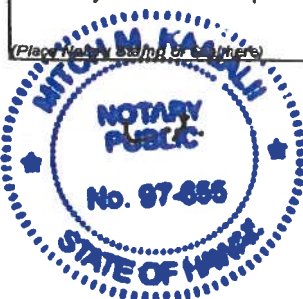
My commission expires 9/15/22

NOTARY CERTIFICATION

Date of Doc: 7/27/20 # of Pages: 2
Notary Name: Mitch M. Kaaialii first Circuit

Doc. Description: Personal History
and Affidavit

Notary Signature: [Signature] Date: 7/27/20
(Place Notary Stamp or Seal here)



PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

200 OCT 19 P 2:01

NAME Stula Matthew Richard SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ TELEPHONE NOS.: _____
APT. NO. _____ HOME () _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM/DD/YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1999 NAME OF SCHOOL East Longmeadow High School, MA
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 2004 NAME OF COLLEGE University of Massachusetts, Amherst, MA
(include City and State)

OTHER EDUCATION _____

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) 9/11/2007
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
5/99	11/07	Munitions Systems Specialist	US Air Force	Westfield, MA
6/04	11/07	Munitions Systems Specialist	Department of Defense	Westfield, MA
5/08	6/09	Barista	Banyan Breeze Coffee	Honolulu, HI
6/09		Present Chief Marketing Officer	Teddy's Bigger Burgers	Honolulu, HI
6/17	4/19	Manager	Byo Bools	Honolulu, HI
6/19		Present Manager	Tex 808	Honolulu, HI

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: Currently on the license for Byo Buss/Res 808
Liquor License. Hon. Blue card too.

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, Matthew R. Stula

of

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

[Signature]

Signature

P.
R.
P.
A.



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 29 day of July, in the year of 2020, personally appeared Matthew R Stula
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the
aforementioned instrument in free act and deed.

[Signature]
Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

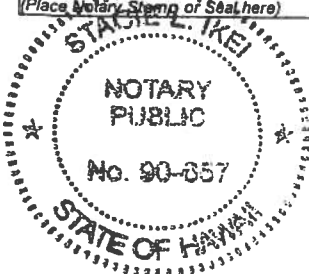
29 day of July, 2020

[Signature]
Signature of Notary

Print Name: STACIE L. IKEI
Notary Public, State of Hawaii

My commission expires 11/6/22

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: undated # of Pages: 2

Notary Name: STACIE L. IKEI 1st Circuit

Doc. Description: personal history & affidavit

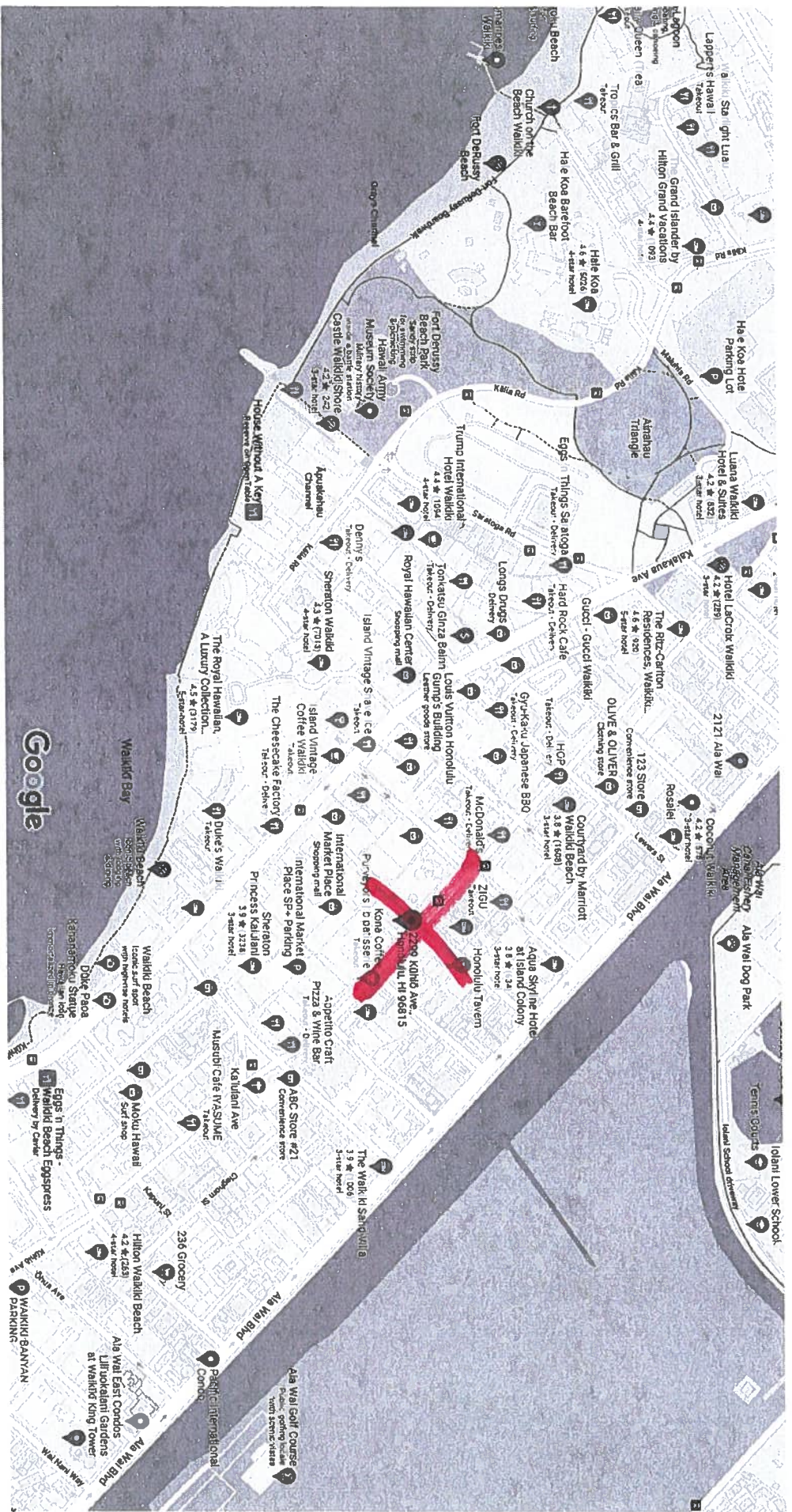
[Signature]
Notary Signature

7/29/2020
Date

(Place Notary Stamp or Seal here)



Google Maps 2299 Kūhiō Ave.



LICENSING INVESTIGATIVE REPORT

DATE: September 14, 2021

SUBJECT: Miscellaneous Request No. 22-23778 from Creekside Lounge, Inc., dba Creekside Lounge, Dispenser General (Category 1–Standard license), 153-A Hamakua Drive, Kailua, requesting approval to extend its licensed premises temporarily on: Monday, November 1, 2021, to Friday, December 31, 2021, from 8:00 a.m. till 12:00 a.m. (daily) (E0166)

EXISTING LICENSED PREMISES:

Location: The premises is irregular in shape and occupies a single story building located at 153-A Hamakua Drive, Kailua. The premises approximately 37 feet long and 28 feet wide.

TEMPORARY EXTENSION REQUESTED:

HLC Form LIQ-LIC-127 received by the Commission on August 30, 2021, Shawne Garliepp, President of Creekside Lounge, Inc., requests for an approval of temporarily extend the licensed premises on Monday, November 1, 2021, to Friday, December 31, 2021, from 8:00 a.m. till 12:00 a.m. (daily).

The requested start date of this request is September 1, 2021. On September 2, 2021, the Commission approved a previous request for temporary increase of premises for Wednesday, September 1, 2021 through October 31, 2021. For purposes of this request it will commence upon November 1, 2021, at 8:00 a.m.

REASON FOR REQUEST:

On September 9, 2021, this writer spoke with Shawne Garliepp, who stated that the request is to have an outside area for customers (due to COVID-19) should they be permitted to operate.

LANDLORD CONSENT:

According to HLC Form LIQ-LIC-128, dated August 29, 2021, and received by the Commission on August 30, 2021, Allan Dowsett (President) of Kalama Land Company Ltd. (Landlord), indicated licensee is allowed to temporarily extend areas on Wednesday, September 1, 2021, to Friday, December 31, 2021, from 8:00 a.m. till 12:00 a.m. (daily).

REDEFINED LICENSED PREMISES:

The requested extension area will be from the existing licensed area into the exterior area (parking lot) via the main entry doorway, approximately 20 feet by 20 feet.

See **Exhibit A** of requested extension area.

PREVIOUS APPROVAL FOR TEMPORARY EXTENSION OF PREMISES:

Applicant has had prior approvals of this type within two (2) years and no violations in connection of this type of request.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

If this application is approved, it is subject to the conditions and restrictions of the current Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders, as the same may be amended, updated, or revised.

Applicant shall comply at all times with any other laws applicable to the business of the licensee whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.

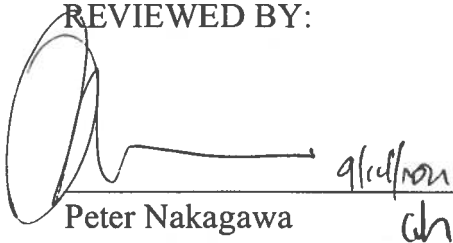
OPINION:

In my opinion the licensee has met statutory requirements in the making filing of this request.



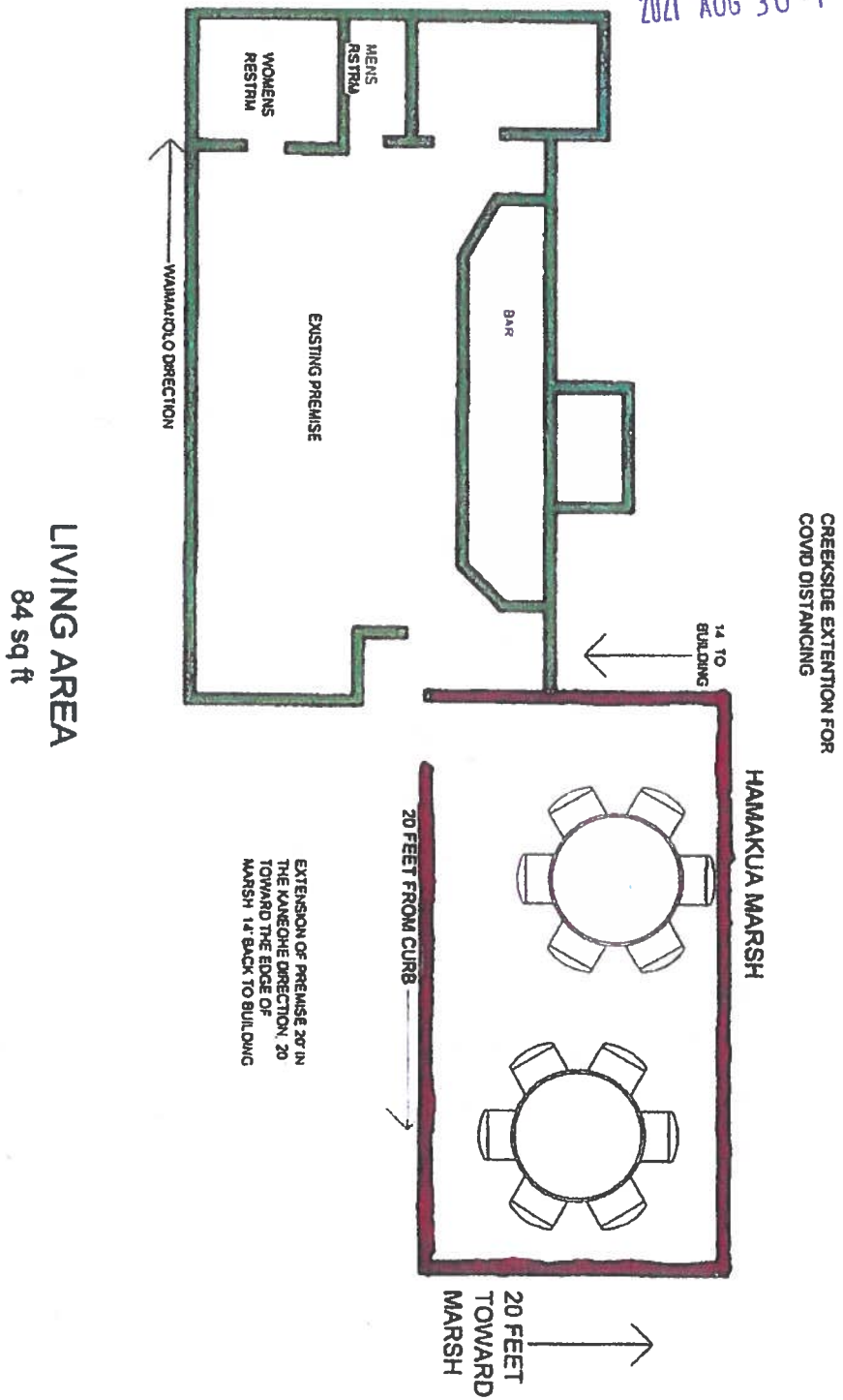
Daniel Sato
Supervising Investigator

REVIEWED BY:



Peter Nakagawa
Chief Investigator

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C&C OF HONOLULU
2021 AUG 30 P 2: 23



Please place on
Agenda 9/23/21 ah

22-23828

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 SEP 15 P 8:58

TO: HONOLULU LIQUOR COMMISSION
FROM: D/R COFFEE INC., DBA THE CURB KAIMUKI
SUBJECT: REQUEST FOR PUBLIC HEARING DATE APPLICATION NO. 21-22022

We are submitting a request for a further continuance of the public hearing date or in the alternative, if the request for further continuance is not approved, we request that the public hearing scheduled for October 28, 2021 be canceled and a public hearing date on or about November 18, 2021 be set.

Application No. 21-22022 from D/R COFFEE INC., dba THE CURB KAIMUKI, was scheduled for an August 19, 2021 public hearing. The public hearing was continued to September 2, 2021 at which time the public hearing was further continued to October 28, 2021 and kept open. Despite the hearing being continued and kept open for the express purpose of re-mailing notice, an amended notice of public hearing was not issued. Both Ross Uehara-Tilton and the applicant's newly-appointed representatives discussed the matter with Supervising Investigator Daniel Sato and Investigator Scott Perez on September 10, 2021, and Supervising Investigator Sato and Investigator Perez reiterated their position that the public hearing should be cancelled and not continued, and so no notice of the continued hearing date would be issued. Had an amended Notice of Hearing been issued, it could have been mailed by September 13, 2021, in time to provide adequate 45 days' notice prior to the continued hearing date of October 28, 2021. However, because no amended Notice of Hearing was issued, we were not able to mail a Notice of Hearing by the mailing deadline and are asking for a continuance of the public hearing to a date on or about November 18, 2021 to provide adequate time so that proper notification via mail can be made.

Should the request to continue the hearing to November 18, 2021 be approved, we request that the commission specifically direct the issuance of an amended Notice of Public Hearing reflecting the continued hearing date, and we will mail such amended Notice to give proper notification to owners/lessees, registered voters, small businesses, condominium residents via the manager, and the neighborhood board chair.

Notice of the public hearing date of August 19, 2021 was published on July 1, 2021 and July 8, 2021. The original public notice was published on July 1, 2021, the public has received prior notice of at least 45 days, the notification period required by statute. If the public hearing date is continued to November 18, 2021, the public will have had prior notification of 140 days which is more than adequate. A party wishing to protest based on the published notice could have appeared and lodged their protest at the August 19, 2021 public hearing. However, there were no such protests. Liquor Commission records will show the public hearing was continued to September 2, 2021 and then to October 28, 2021. The requested public hearing date of November 18, 2021 is after October 28, 2021. An interested person attending the October 28, 2021 hearing can find that the public hearing is continued to November 18, 2021.

Testimony submitted through October 28, 2021 should be relevant for the November 18, 2021 hearing.

Should our request to continue the public hearing be denied, we ask that the October 28, 2021 hearing be canceled and a public hearing be scheduled for a date on or about November 18, 2021.

Thank you,



Ross Shinsato September 15, 2021

Authorized Agent

798-4475

nokaoilquor@gmail.com

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September 16, 2021

Via Email (HLC@honolulu.gov)

Please place on
Agenda 9/23/21 ch

Liquor Commission
City and County of Honolulu
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813

Re: Application for Waiver of Rule 3-82-32.1(a)
Applicant: Pig and Cow, Inc.
Licensed Premises: 1718 Kapiolani Boulevard, Honolulu, Hawaii 96814

Dear Commissioners:

This office represents the prospective license applicant, Pig and Cow, Inc., a Hawaii corporation, dba Masil Pocha ("Company").

On August 11, 2021, the Company, as tenant, and Kapiolani 1700 LLC, as landlord, entered into a lease agreement for the Licensed Premises, with the term commencing on August 16, 2021. The Company intends to apply for a stand-alone temporary and new liquor licenses under the restaurant, general and music/dancing category.

We understand the Licensed Premises were previously occupied by Sarithra South Indian Restaurant, with a liquor license (No. R0760) which expired on June 30, 2021.

The Company, as new tenant, procured the lease more than five working days after the expiration of the then existing liquor license or the closing of the previous business. Thus, it was not possible to comply with the filing deadline under §3-82-32.1(a) of the Rules of the Liquor Commission. Accordingly, the Company respectfully requests a waiver of the 5-day filing requirement under §3-82-32.1(a) of the Rules of the Liquor Commission.

Please do not hesitate to contact me if you have any questions. Thank you.

Very truly yours,



David Y. Suh